

CALIFORNIA RANGELAND CONSERVATION COALITION

**PROGRAMMATIC
SAFE HARBOR AGREEMENT
And
VOLUNTARY LOCAL PROGRAM**

BUTTE, GLENN, SHASTA, TEHAMA COUNTIES



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1. INTRODUCTION

This programmatic Safe Harbor Agreement and Voluntary Local Program (Agreement) is entered into between the California Cattlemen's Association (Program Administrator), the U.S. Fish and Wildlife Service (Service), and the California Department of Fish and Game (Department); hereinafter collectively called the "Parties." This is a voluntary program that recognizes the unique and important role that private landowners in California can play in helping wildlife valued by the people of the state and of the nation. The purpose of this Agreement is to enable land management activities beneficial to sensitive species to be carried out on non-Federal land while providing protections to participating landowners (Cooperators) from increased regulations resulting from the presence of listed species.

This Agreement is the result of a highly collaborative writing and thinking process involving several agricultural and conservation organizations as well as State and Federal government agencies. This partnership has resulted in a product that strives to balance agency regulations with the goals and aspirations of private agricultural landowners to benefit imperiled wildlife on rangelands in the northern Sacramento Valley. Particularly noteworthy are the persistent and effective efforts of the California Rangeland Conservation Coalition (CRCC) in mobilizing a diverse array of partners to achieve the common goal of protecting and enhancing the rangeland landscape in California. This Agreement was developed with input and participation by (1) the Department (2) the Natural Resources Conservation Service (NRCS); (3) the Service; (4) the California Cattlemen's Association (CCA); (5) the California Farm Bureau Federation; (6) Environmental Defense Fund; (7) Defenders of Wildlife; and (8) Sustainable Conservation. In addition, the Service, Department, and other members of the CRCC met with recognized species experts, private cattle ranchers, and the California Department of Food and Agriculture staff in development of the Agreement.

Under this Agreement, the Program Administrator and a Cooperator will sign a Cooperative Agreement, in which the Cooperator agrees to voluntarily carry out habitat improvements described in this Agreement and their Cooperative Agreement and to abide by the terms and conditions set forth in this Agreement and the Take authorizations described below. The Program Administrator will then issue a Certificate of Inclusion to the Cooperator. Certificates of Inclusion issued by the Program Administrator will extend incidental Take coverage to the Cooperator's property (Enrolled Property). Once the Cooperator implements the provisions of this Agreement, the Cooperative Agreement and the Take authorizations, the Cooperator is authorized pursuant to the Endangered Species Act (ESA) to incidentally Take Covered Species (See Section 2, Covered Species) or modify habitat to return the Enrolled Property to Baseline conditions (See Section 5, Baseline Determination). Once the Cooperative Agreement is approved by the Department, any taking of candidate, threatened or endangered State-listed Covered Species by Cooperators incidental to routine and ongoing agricultural activities is not prohibited. Table 1 provides a quick reference to many terms used in this Agreement.

This Agreement follows the Service's Safe Harbor Agreement policy (64 **FR** 32717) and

regulations (64 **FR** 32706), which implement this policy. Upon approval, this Agreement will serve as the basis for the Service to issue an Enhancement of Survival Permit (Permit) under Section 10(a)(1)(A) of the ESA. The Federal Permit authorizes the incidental taking of the Covered Species during habitat restoration activities, as well as activities associated with routine and ongoing agricultural and rangeland management. This Agreement also follows the Department's Voluntary Local Program (VLP) regulations (California Code of Regulations (CCR), Title 14, § 786), which implements Article 3.5. Incidental Take Associated with Routine and Ongoing Activities § 2086 *et. seq.* of the California Endangered Species Act (CESA). In cooperation with the Safe Harbor Agreement, this VLP is designed to provide sufficient flexibility to maximize participation and to gain maximum wildlife benefits without compromising the economics of agricultural operations. Additionally, the Federal and State Take authorizations allow incidental Take of Covered Species (but not species of special concern) if a Cooperator chooses to return their property to Baseline conditions.

In order to approve the Programmatic Permit for the CCA, (which authorizes the CCA to enter into Cooperative Agreements and issue Certificates of Inclusion to landowners), the Service and the Department must find: (1) the Take associated with the Cooperative Agreement will be in accordance with the terms of the Safe Harbor Agreement/Voluntary Local Program; (2) the implementation of the Cooperative Agreement will provide a net conservation benefit and contribute to the recovery of Covered Species; (3) the probable direct and indirect effects of any authorized Take will not appreciably reduce the likelihood of survival and recovery in the wild of any Covered Species; and (4) the habitat restoration, enhancement, and management that will occur as a result of the Cooperative Agreements is expected to avoid and minimize Take of Covered Species.

Table 1: Definitions at a glance.

Term	Definition
Agreement	Combined document including a Safe Harbor Agreement and a Voluntary Local Program. Implementing entities: The Service and the Department.
Certificate of Inclusion	Extends incidental Take coverage conferred by the Take authorizations to the Enrolled Property
Cooperative Agreement	The contract signed by the Cooperator and the Program Administrator to receive incidental Take coverage for certain species on enrolled property. The Cooperator then receives a Certificate of Inclusion.
Cooperators	Landowners or land managers who voluntarily enter into a Cooperative Agreement with the Program Administrator to restore and/or enhance and manage habitat for Covered Species and Species of Conservation Concern.
Department	California Department of Fish and Game
Enrolled Property	Property that volunteers to participate in the SHA/VLP
Parties	Signatories to Agreement, which includes the CCA, Service, and the Department.
Program Administrator	Issues Certificates of Inclusion and oversees Program. Implementing entity: CCA.

Qualified Person	Someone with species expertise who has been approved by the Service and/or the Department.
Service	U.S. Fish and Wildlife Service

2. COVERED SPECIES

Cooperators will work with the Program Administrator to identify which Covered Species to include in their Cooperative Agreement. The selection will be based on the type of habitats present on their property plus the enhancement and/or restoration activities that will be implemented by the Cooperator. A list of the Covered Species included in this Agreement is provided in Table 2.

Table 2: List of Covered Species and Federal and/or State Status.

Species Name	Status: Federal/State
Invertebrates	
Conservancy fairy shrimp (<i>Branchinecta conservatio</i>)	Endangered/ None
Vernal pool fairy shrimp (<i>Branchinecta lynchi</i>)	Threatened/ None
Vernal pool tadpole shrimp (<i>Lepidurus packardii</i>)	Endangered/ None
Valley elderberry longhorn beetle (<i>Desmocerus californicus dimorphus</i>)	Threatened/ None
Amphibians/Reptiles	
Giant garter snake (<i>Thamnophis gigas</i>)	Threatened/ Threatened
California red-legged frog (<i>Rana draytonii</i>)	Threatened/ Species of Special Concern
Birds	
Swainson' hawk (<i>Buteo swainsoni</i>)	None/ Threatened
Western yellow-billed cuckoo (<i>Coccyzus americanus occidentalis</i>)	Candidate/ Endangered
Plants	
Hoover's spurge (<i>Chamaesyce hooveri</i>)	Threatened/ None
Butte County meadowfoam (<i>Limnanthes floccosa</i> ssp. <i>californica</i>)	Endangered/ Endangered
Hairy Orcutt grass (<i>Orcuttia pilosa</i>)	Endangered/ Endangered
Slender Orcutt grass (<i>Orcuttia tenuis</i>)	Threatened/ Endangered
Greene's tuctoria (<i>Tuctoria greenei</i>)	Endangered/ Rare
Indian Valley brodiaea (<i>Brodiaea coronaria</i> ssp. <i>rosea</i>)	None/ Endangered
Boggs Lake hedge-hyssop (<i>Gratiola heterosepala</i>)	None/ Endangered

2A. SPECIES OF CONSERVATION CONCERN

This Agreement also addresses three additional “Species of Conservation Concern,” as shown in Table 3. Populations of these species are declining, but are not yet listed. All of these species frequently occupy agricultural lands. In an effort to prevent further declines in their populations, they are included in this Agreement in hopes that landowners will be willing to carry out habitat restoration and enhancement activities for their benefit which may help to prevent them from becoming listed in the future.

Table 3: List of Species of Conservation Concern.

Species Name	Status: Federal/State
Birds	
Burrowing owl (<i>Athene cunicularia</i>)	None/ Species of Special Concern
Tricolored blackbird (<i>Agelaius tricolor</i>)	None/ Species of Special Concern
Mammals	
SacramentoValley red fox (<i>Vulpes vulpes ssp. nov.</i> ¹)	None/None

3. RESPONSIBILITIES OF THE PROGRAM ADMINISTRATOR, COOPERATORS, SERVICE, AND DEPARTMENT

Program Administrator

The California Cattlemen’s Association is the Program Administrator. The Program Administrator has the following responsibilities:

1. Be the recipient of the Federal 10(a)(1)(A) Enhancement of Survival Permit and State Fish and Game Code §2086 Approval and Take Authorization Associated with Routine and Ongoing Agricultural Activities for this Agreement.
2. Enter into Cooperative Agreements with private landowners and issue Certificates of Inclusion (the Certificate of Inclusion is provided in Attachment 1).
3. Ensure that Baseline Habitat surveys have been conducted by Qualified Person. A Qualified Person is someone with species expertise who has been approved by the Service and/or Department.
4. Ensure that the Service and Department have approved each individual Cooperative Agreement and Baseline Habitat Worksheet prior to enrolling the Cooperator. Landowners may elect to have their personal information and property location kept confidential (such information will be retained solely by the Program Administrator).
5. Furnish the Service and Department with copies of all Cooperative Agreements

¹ B.N. Sacks, personal communication, October 14, 2009.

within 2 weeks after they are signed. Landowners may elect to have their personal information and property location kept confidential (such information will be retained solely by the Program Administrator).

6. Compile annual reports from Cooperators and summarize the information in an annual report to the Service and Department. The report is **due by March 31** of each year. The record keeping process will document implementation of the program's beneficial and management practices while protecting the confidentiality of Cooperators. (See attachment 2)
7. Ensure that surveys on Enrolled Properties are conducted at least once every three years to assess the general condition of the Covered Species and Species of Conservation Concern and/or the associated habitat. Such surveying activities may be carried out on the Program Administrator's behalf by a Qualified Person agreed upon by the Program Administrator and Cooperator. The Qualified Person will provide a written report of the survey results to the Program Administrator. The report will assess the condition of the habitats being managed under the Cooperative Agreements, and determine if beneficial activities could be modified to improve success. The Program Administrator will then provide the results of the survey to the Service and Department.
8. Notify the Service and Department of any living individuals or dead specimens of the Covered Species and Species of Conservation Concern present on the Enrolled Properties.
9. Inform the Service and/or Department if a Cooperator (or a "neighboring landowner" who has entered into an agreement pursuant to Section 7 of this Agreement) provides a 90 day notice prior to a planned activity that the Cooperator reasonably anticipates will result in Take of the Covered Species on the Enrolled Property, and provide the Service. If appropriate, this will allow the Service and/or Department the opportunity to relocate any affected individuals of the Covered Species or Species of Conservation Concern.
10. Maintain and implement the Administrative Plan (required by CCR §786,2(d)(8) and the 10(a)(1)(A) Enhancement of Survival Permit), which describes how the Agreement is administered (Attachment 6).

Cooperators

Cooperators are landowners and/or land managers with appropriate authority who voluntarily enter into a Cooperative Agreement with the Program Administrator to carry out habitat restoration activities that benefit Covered Species and Species of Conservation Concern. Each Cooperator has the following responsibilities:

1. Enroll their property by entering into a Cooperative Agreement (Attachment 1) with

the Program Administrator.

2. Ensure that a Qualified Person completes a Baseline Habitat Assessment (Attachment 4).
3. Carry out specific restoration, enhancement, and management activities as detailed in the Cooperative Agreement. Note: Certain activities may require that the Cooperator obtain additional approvals not provided through this Agreement (e.g., Streambed Alteration Agreements, water rights permits from State Board, etc.). Cooperators will implement Best Management Practices to minimize and avoid impacts to Cultural Resources as specified in Attachment 5.
4. Complete an annual report (Attachment 1, Exhibit C) that is provided to the Program Administrator **by December 31** of each year.
5. Allow surveys by a Qualified Person to be conducted on their Enrolled Property at least once every three years to assess the general condition of the Covered Species and Species of Conservation Concern and/or the associated habitat.
6. Notify the Service and Department through the Program Administrator 90 days prior to any planned activity that the Cooperator reasonably anticipates will result in Take of the Covered Species on the Enrolled Property, and provide the Service, Department, or other mutually agreed-upon entity access and opportunity to relocate any affected individuals of the Covered Species or Species of Conservation Concern, if appropriate for that species to be relocated. This notification is not necessary for routine and ongoing agricultural activities for which Take is not anticipated.
7. In some instances, a Cooperator may be a land manager that does not own the Enrolled Property (e.g., a rancher who is leasing the Enrolled Property). In such cases, Cooperators must demonstrate to the Program Administrator that they have the legal authority to enter into such agreements.

The Service

The Service has the following responsibilities:

1. Upon execution of the Agreement, the Service will issue to the Program Administrator a permit in accordance with Section 10(a)(1)(A) of the ESA.
2. Provide technical assistance to the Program Administrator and Cooperators, to the maximum extent practicable, when requested; and provide information on federal funding programs.
3. Review all Cooperative Agreements and Baseline Habitat Worksheets that are

proposed for federally-listed species prior to signing by the Program Administrator. Cooperative Agreement approval will be provided by the Service to the Program Administrator in writing.

4. Provide the Program Administrator \$50,000 per year to administer and implement the program provided funds are available.
5. Ensure adequate monitoring through review of program administrators annual report.
6. Ensure that the Program Administrator complies with the Administrative Plan (Attachment 6).

The Department

1. Upon execution of the Agreement, the Department will issue to the Program Administrator a VLP Approval and Take Authorization in accordance with CESA under Fish and Game Code § 2086(c).
2. Provide to the Program Administrator and Cooperators technical assistance, to the maximum extent practicable when requested, and provide information on State funding programs.
3. Review all Cooperative Agreements and Baseline Habitat Worksheets that are proposed for State-listed and/or Species of Conservation Concern prior to signing by the Program Administrator. Cooperative Agreement approval will be provided by the Department to the Program Administrator in writing.
4. Ensure that the Program Administrator complies with the Administrative Plan (Attachment 6).

4. DESCRIPTION OF ENROLLED PROPERTIES

The properties subject to this Agreement are depicted in Figure 1 and generally consist of those non-federal lands within the CRCC area in Tehama, Shasta, Glenn, and Butte counties of California. The general plant community types included in these areas are vernal pools, grasslands, chaparral, oak woodland, freshwater marsh, and riparian. The Enrolled Properties are to be more precisely indicated on maps attached to the Cooperative Agreements.

5. BASELINE DETERMINATION

Baseline on the Enrolled Properties will be established by completing the Baseline Habitat Worksheet (Attachment 4). This worksheet will be completed by a Qualified Person prior to the Cooperator signing the Cooperative Agreement. A “Qualified

Person” is someone with species expertise who has been approved by the Service and/or Department. The Service and/or Department must review and concur with the baseline determination before approving the Cooperative Agreement. The Baseline conditions for each Covered Species and Species of Conservation Concern will be established within 18 months prior to the signing of the Cooperative Agreement.

5.1 RETURN TO BASELINE

Cooperators may withdraw from the Agreement and leave habitat enhancement intact, or return their property to baseline.

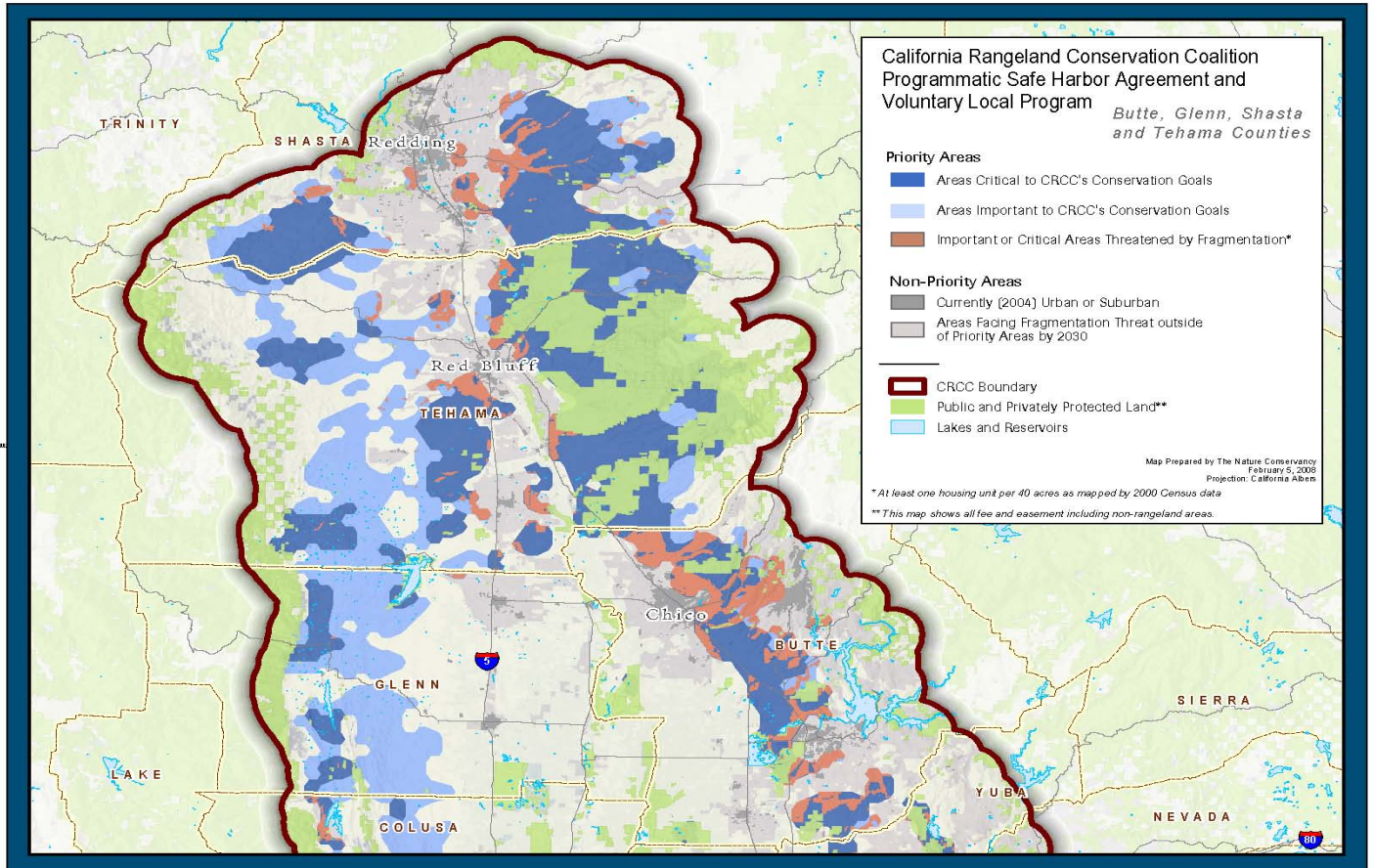
Service Covered Species

To return the Enrolled Property to baseline conditions, a Cooperator must demonstrate that baseline conditions were maintained. Species and/or habitats will not be adversely affected until the landowner has given the Program Administrator prior notice of at least 90 days to provide an opportunity to relocate, if appropriate, individual Covered Species. Withdrawal from the program will extinguish the Take authority and assurances provided to the Cooperator.

Department Covered Species

To return the Enrolled Property to baseline conditions, a Cooperator must demonstrate that baseline conditions were maintained, and for State-listed species, employ measures appropriate to avoid or minimize the level of Take (Attachment 5). Innovative avoidance and minimization measures developed for a specific Enrolled Property and Covered Species are encouraged, and the Department will work with the Cooperators through the Program Administrator to create cost-effective measures. Species and/or habitats will not be adversely affected until the landowner has given the Program Administrator prior notice of at least 90 days to provide an opportunity to relocate, if appropriate, individual Covered Species or Species of Conservation Concern. Withdrawal from the program will extinguish the Take authority and assurances provided to the Cooperator.

Figure 1 Map of general area



6. MANAGEMENT ACTIVITIES

This section provides information on both beneficial activities and routine and ongoing activities associated with rangeland and agriculture management that may be covered under individual Cooperative Agreements. Each Cooperative Agreement will specify the beneficial activities that will be carried out on the Enrolled Property and a timetable for implementing those activities. The Service and Department anticipate that implementation of the beneficial activities described below will produce a net conservation benefit for the Covered Species and Species of Conservation Concern by increasing and improving habitat available to Covered Species and Species of Conservation Concern for the term of the Cooperative Agreements (Section 8).

Beneficial Activities

Because of the wide array of possible enhancement and/or restoration activities available to a Cooperator, it is not possible to list them all in this section. A summary of some possible activities that may benefit the Covered Species and Species of Conservation Concern is provided below. This list is not exhaustive, but serves as general guidance for the type of beneficial activities that the Service and Department anticipate Cooperators will implement under the Cooperative Agreements. The Service and Department do not anticipate that Cooperators will implement all of the management activities listed below for a given Covered Species or Species of Conservation Concern, but rather will choose activities from the following list that are feasible, or implement other beneficial activities not listed below but are agreed upon by the Parties.

The benefits of various rangeland management techniques could be further defined for some of the Covered Species and Species of Conservation Concern. The species covered by this Agreement may benefit from research that would improve habitat conditions through rangeland management. Cooperators may individually pursue or be asked to allow research to be conducted on Enrolled Properties to obtain additional information about the species or management strategies. Some examples of research topics that would be of interest include: determine what types of grazing management regimes benefit the various species; assess limiting factors such as competing vegetation that are suppressing reproduction in rare plants; and, determine natural prey, habitat use, distribution, and status of the Sacramento Valley red fox.

California Fish and Game Code § 2086 requires that VLPs include measures to avoid and/or minimize impacts to candidate, threatened, and endangered species. Species-specific avoidance and minimization measures for State-listed species and Species of Conservation Concern in addition to Cultural Resources are included in Attachment 5. Cooperators are not required to implement avoidance and minimization measures for Species of Conservation Concern. Cooperators are not required to implement avoidance and minimization measures for Cultural Resources during routine and ongoing activities associated with rangeland management, but are recommended as Beneficial Management Practices (BMPs). The Program Administrator will assist Cooperators, if requested by

the Cooperator, to implement and comply with the avoidance and minimization measures.

Covered Species

Valley Elderberry Longhorn Beetle

Habitat loss is the primary threat to this species. Beneficial activities, such as those described below, will result in the establishment of habitat for the valley elderberry longhorn beetle. These beneficial activities support recovery objectives specified in the Service's 1984 *Recovery plan for the valley elderberry longhorn beetle* by restoring habitat sites within the presumed historical range of the species and managing and protecting this habitat for at least 10 years.

1. Plant elderberry bushes and associated riparian plants, optimally providing connectivity between areas with elderberry shrubs.
2. Irrigate planted elderberry shrubs until the elderberry shrubs establish a tap root. Monitor new plantings until they are established and adjust irrigation practices accordingly.
3. Remove non-native invasive species (e.g., Himalayan blackberry) as appropriate to facilitate restoration.
4. Allow new sprouts of elderberry shrubs to grow within riparian areas by protecting sprouts from livestock until the plants are 3 to 4 feet tall.

Vernal Pool Species (Crustaceans: *Conservancy fairy shrimp*, *Vernal pool fairy shrimp*, *Vernal pool tadpole shrimp*) and (Plants: *Hoover's spurge*, *Butte County meadow foam*, *hairy Orcutt grass*, *slender Orcutt grass*, *Greene's tuctoria*, and *Bogg's Lake hedge-hyssop*)

Habitat loss from development projects and conversion to intensive cultivation are the primary threats to these species. Beneficial activities, such as those described below, will result in the enhancement and/or restoration of listed vernal pool crustacean and plant habitat. These beneficial activities support recovery objectives listed in the Service's 2005 *Recovery plan for vernal pool ecosystems of California and southern Oregon* by protecting suitable habitat for at least 10 years and by implementing management plans for habitat.

1. Discontinue cultivation and/or irrigation of vernal pool areas to allow for recovery of the vernal pool hydrology and vegetation.
2. Use alternative water sources to ensure that cattle do not over-utilize vernal pools

in late spring or early summer when vernal pools may offer the only remaining water sources. When alternate water development is not technically or economically feasible, minimize impacts to vernal pool resources through appropriate use of fencing measures in conjunction with herd management.

3. Improve water quality in vernal pools (e.g., erosion control, reduction of excessive manure).
4. Ensure that livestock do not over-use vernal pool habitat containing plants that are sensitive to grazing (e.g., Greene's tuctoria and other Orcutt grasses) late in spring or early summer. Avoid or minimize excessive use by livestock to reduce impacts to sensitive vernal pool plants before they set seed.
5. Ensure that appropriate grazing regimes are utilized to ensure a sustainable vernal pool ecosystem. Over-grazing may lead to denuded and compacted soils in a vernal pool complex; or, conversely, under-grazing may lead to excessive thatch build-up, increases in invasive non-native plants within the pools, decreases in native forbs, and a reduction in available aquatic vernal pool habitat.
6. Control non-native vegetation through grazing or prescribed fire (e.g., removal of invasive plants such as yellow star thistle). Grazing practices may also be used to control common vernal pool and upland species that may out-compete a listed vernal pool plant species. For example, a vernal pool may support slender Orcutt grass, but the Orcutt grass is being out-competed by an introduced species such as manna grass (*Glyceria declinata*) or even a common vernal pool species such as *Glyceria* spp. or *Eleocharis* spp.
7. Keep vernal pool upland habitat undisturbed that would have been through the use of discing or grading equipment. This will help control erosion, avoid exotic plant encroachment, and prevent destruction of native solitary bee habitat.
8. Restore hydrologic regime to historic conditions. Some pasturelands have been altered to convey water to certain areas to benefit livestock. Ditches or canals could be removed to return water to vernal pools that are no longer receiving water in sufficient amounts to provide habitat for listed vernal pool species.
9. Keep the application of pesticides to a minimum in the watershed area of vernal pools, since these can negatively impact vernal pool crustaceans and certain vernal pool plants.
10. Introduce vernal pool species to appropriate soil types, if biologically appropriate. Consult with the Service and/or Department to determine if introduction is appropriate.

California Red-legged Frog

Habitat loss and competition from non-native species such as bullfrogs are the primary threats to this species. Beneficial activities, such as those described below, will result in the enhancement and/or restoration of California red-legged frog habitat by restoring habitat, decreasing predatory species populations in suitable habitat, and potentially reestablishing the species within its historical range. The Agreement supports recovery objectives specified in the Service's 2002 *Recovery plan for the California red-legged frog* by making habitat available for dispersal opportunities for this species and protecting and managing these restored sites for at least 10 years.

1. Control predator species in aquatic breeding habitat. This could be achieved by draining ponds in late summer after tadpole metamorphosis (September or early October) to ensure that predators such as bullfrogs and non-native fish species such as bass, catfish, sunfish, and mosquitofish are not able to establish reproducing populations.
2. Plant native vegetation around ponds and waterways and control non-native invasive plant species. Open water adjacent to overhanging vegetation and emergent vegetation are particularly beneficial to California red-legged frogs.
3. Control sedimentation and siltation by stabilizing eroding streambanks, pond banks, dam faces, and spillways (does not include rip rap placement). When appropriate, use fencing and controlled grazing to protect existing and enhanced habitat. Stable stream banks with protected riparian habitat provide important shaded, overhanging hiding habitat for frogs.
4. Increase availability of suitable breeding, foraging and dispersal habitat. Increase habitat connectivity in the watershed by providing increased riparian habitat, as well as a network of suitable aquatic habitat sites within reasonable travel distance of each other. Maintenance of stock ponds or small streams through vegetation removal (cattails), which provides beneficial open water habitat for the frogs, will benefit the species.
5. Construct new ponds with appropriate habitat characteristics to benefit the California red-legged frog. Created ponds should include both shallow and deep portions, overhanging vegetation, and drains to decrease predator populations.
6. Allow reintroduction of California red-legged frogs on an Enrolled Property, if biologically appropriate.
7. Manage cattle grazing to benefit the California red-legged frog. This could include, but is not limited to, allowing livestock to lightly graze around springs, water sources, and riparian areas and minimizing grazing in aquatic breeding habitat during the breeding season (November through April).

Giant Garter Snake

Habitat loss due to agriculture, development, and flood control activities is the primary threat to this species. Other threats include ongoing maintenance of aquatic habitats for flood control and agricultural purposes. Beneficial activities, such as those described below, will result in the restoration and/or enhancement of potential giant garter snake habitat, which can encourage colonization of giant garter snakes and provide habitat for other wildlife species as well. Other beneficial activities may improve connectivity between fragmented areas of suitable habitat. This Agreement supports recovery objectives specified in the Service's 1999 *Draft recovery plan for the giant garter snake* by restoring habitat sites within the presumed historical range, managing for optimal habitat conditions, and protecting habitat restoration sites for at least 10 years.

1. Increase the interconnectivity of suitable wetlands and waterways (e.g., create or enhance canals and ditches to link wetlands) to provide cover for foraging, resting, basking, sources for prey items, and connectivity of suitable aquatic sites.
2. Eliminate ground squirrel control activities within suitable over-wintering habitat. Small mammal populations provide burrows that provide over-wintering habitat for giant garter snakes.
3. Manage vegetation on banks of irrigation and drainage ditches, sloughs or low gradient streams to sustain appropriate perennial vegetation that provides for foraging, resting, basking, sources for prey items, and connectivity of suitable aquatic sites.
4. Manage cattle grazing to benefit the giant garter snake. This could include, but is not limited to, preventing livestock from grazing extensively around suitable aquatic habitat for the giant garter snake. When appropriate, use fencing and controlled grazing to protect existing and enhanced habitat.

Swainson's Hawk

The loss and conversion of native grasslands and agricultural lands to various residential and commercial developments is the primary threat to Swainson's hawk populations throughout California. Additionally, conversion from agricultural crops that provide abundant foraging opportunities to crops such as vineyards and orchards, which provide fewer foraging opportunities, has contributed to the decline of this species. Beneficial activities, such as those described below, will result in the restoration and/or enhancement of potential Swainson's hawk nesting and foraging habitat. The Agreement supports recovery efforts by restoring habitat sites within the presumed historical range, managing for optimal habitat conditions, and protecting habitat restoration sites for at least 10 years. The management activities below will also be consistent with the new Conservation Strategy currently being developed by the Department.

1. Protect and enhance trees adjacent to forage areas (multiple fields of alfalfa, pasture, etc.) and enhance and restore riparian habitat, including the planting and nurturing of willows, oaks, sycamores, and cottonwoods.
2. Ensure the availability of suitable nesting and foraging habitat by maintaining riparian systems and groves of trees as well as lone mature trees in agricultural fields.
3. Grow specific crops where already cultivated that are typically used by Swainson's hawks for foraging (e.g., alfalfa and other hay crops).
4. Manage grazing (including rotation) to provide foraging habitat that provides short or interspersed vegetative cover, which provides easy visibility and access to prey from the air.
5. Maintain current and former known nest trees. Leave snags (i.e., standing, dead trees) on the land to provide a lookout roost.
6. Use agricultural practices that increase prey population density and that provide easy visibility and access to prey from the air. Mowing, disking, burning, and flooding can expose prey for easier hunting by hawks. Birds will hunt directly in front of, or behind, tractors or harvesters that disturb prey, sometimes within a few yards of the machinery. Temporary flooding can force prey to concentrate on higher, unflooded ground, where they are more easily seen and caught.

Western Yellow-billed Cuckoo

The western yellow-billed cuckoo is threatened by loss and degradation of its habitat due to land clearing, fire, flood control projects, surface water diversions and groundwater pumping, and overgrazing by livestock. Beneficial activities, such as those described below, will result in the enhancement and/or restoration of western yellow-billed cuckoo habitat. This species does not have a conservation strategy, but the management activities below have been developed to support its recovery.

1. Maintain high-quality nesting habitats (e.g., large sites with high canopy cover and foliage volume, and moderately large and tall trees).
2. Maintain and expand dense riparian habitat with overstory, mid-canopy, understory and ground cover of native vegetation.
3. Restore and maintain adjacent upland refugia habitats for foraging in wet years, to supplement for the lack of prey species availability due to late spring flooding.
4. Protect and enhance trees adjacent to riparian habitat, including the planting of trees such as willows, oaks, sycamores, and cottonwoods.

5. Use managed grazing during October through April to control invasive plant species thereby enhancing plant communities that benefit this species.
6. Discontinue pesticide use in areas where this species may be breeding or foraging.

Indian Valley Brodiaea

The elimination of much of this plant's historic habitat in order to create a reservoir and land fill is the primary reason for its decline. Beneficial activities, such as the one described below, will result in the enhancement and/or restoration of Indian Valley brodiaea habitat. This species does not have a conservation strategy, but the management activity below has been developed by species experts to support its recovery.

1. Avoid impacts to meadows and other vernal moist areas in serpentine chaparral valley and foothill woodland, foothill grassland habitats, and Sargent cypress forest.

Species of Conservation Concern (Not Covered for Incidental Take)

Burrowing Owl

Habitat destruction, particularly grassland conversion, and the eradication and control of burrowing mammals have primarily contributed to the decline of the Burrowing owl. Beneficial activities, such as those described below, will result in the enhancement and/or restoration of burrowing owl habitat and managing for optimal habitat for this species. Management activities below are consistent with new guidance for burrowing owl conservation that is being developed by the Department.

1. Where nesting burrows are lacking, encourage the presence of ground squirrels.
2. Maintain suitable low-growing and low to moderate density vegetation structure through managed grazing or other appropriate measures. Herbicide use may be appropriate to control vegetation near and around burrows.
3. Allow appropriate grazing regime near and around burrowing owl habitat to reduce vegetation around burrows.

Tricolored Blackbird

Habitat loss and susceptibility to catastrophic events that have the potential to destroy whole colonies are the primary reasons for the decline of this species. Tricolored

blackbirds are particularly susceptible to mowing and heavy grazing during the nesting season. Beneficial activities, such as those described below, will result in the enhancement and/or restoration of tricolored blackbird habitat. This species has a final Conservation Plan (Tricolored Blackbird Working Group 2007), where management activities in this Agreement support Objectives 1.2 and 2.2 by promoting voluntary management practices and restoration projects on privately owned lands and also raises awareness of tricolored blackbird nesting behavior and conservation options on ranch and farm lands. Landowners can also become aware of the ongoing research and monitoring programs available through the Tricolored Blackbird Working Group (Objectives 8.1.1, 8.1.2, and 8.1.3).

1. Restore habitat by promoting the growth of secure nesting substrates (e.g., nettles, thistles, and other naturally armored native plants) near productive foraging habitats.
2. Manage irrigation for a sequential watering regime in adjacent land parcels during the breeding season for tricolored blackbirds to enhance insect productivity.
3. Incorporate carefully managed grazing of these parcels to maintain an average vegetation height of 6 inches to provide optimal tricolored blackbird foraging habitat.
4. Where colonies establish, defer harvest of grain and silage crops, if feasible, until after birds have left the site.
5. Manage grazing in stock ponds to encourage vegetation that benefits this species.
6. Maintain dense riparian vegetation, including native blackberries, California wild rose, cattails, and willows.
7. Burn or disc old, senescent growth every few years.

Sacramento Valley Red Fox

The Sacramento Valley red fox was recently differentiated as a separate genotype of the native California red fox through genetic analysis and is primarily distributed in the Sacramento Valley north of the Sacramento River. It is likely that habitat destruction (i.e. grassland conversion and fragmentation), the eradication and control of burrowing mammals, trapping and pest controls efforts, predation by an increasing coyote population, and roads have contributed to the decline of the Sacramento Valley red fox. Beneficial activities, such as those described below, will result in the enhancement and/or restoration of Sacramento Valley red fox habitat and managing for optimal habitat for this species. Management activities below are consistent with new guidance for Sacramento Valley red fox conservation that is being developed by the Department.

1. Encourage the presence of ground squirrels, rabbits, and mice.

2. Maintain suitable low-growing and low to moderate density vegetation structure through managed grazing or other appropriate measures.
3. Allow appropriate grazing regime near and around Sacramento Valley red fox habitat to reduce vegetation around burrows.
4. Protect and enhance trees adjacent to riparian habitat, including the planting of trees such as willows, oaks, sycamores, cottonwoods.

Routine and Ongoing Activities Associated with Agricultural and Rangeland Management

The following activities are considered by the Service and Department to be routine and ongoing activities associated with ranching and agricultural activities that are covered under this Agreement. These routine activities will be covered for incidental Take once the agreed-upon beneficial activities are implemented. As with the list of beneficial activities for Covered Species and Species of Conservation Concern provided above, this list of routine activities is not exhaustive and serves merely to provide guidance to Cooperators as to the type of activities that the Parties anticipate will be covered under this Agreement. Routine ranching activities include the activities described below, and any others that a rancher may undertake to maintain an economically viable ranching operation. Activities that are not listed below will be reviewed by the Service and Department to determine if the activities are appropriate for coverage under this Agreement. Authorized incidental take for routine and ongoing ranching and agricultural practices are not permitted to reduce baseline levels on any specific enrolled property or any property enrolled under a Neighboring Landowner Agreement.

The Service and Department recognize that routine activities may vary from one ranching operation to another, and vary with changing environmental and economic conditions. Ultimately, the Parties believe that a rancher acting in the best interest of maintaining a viable ranching operation also is providing significant conservation benefits for the Covered Species and Species of Conservation Concern.

1. Livestock grazing according to normally acceptable and established levels of intensity for the various plant communities in terms of the number of head of livestock per acre of rangeland.
2. Control of ground-burrowing rodents using poisonous grain according to the labeled directions and local, State, and Federal regulations and guidelines. In areas where California red-legged frogs, burrowing owls, giant garter snakes, or Sacramento Valley red fox exist, the use of toxic or suffocating gases is prohibited due to their non-target-specific mode of action.
3. Control and management of burrow complexes using discing and grading to destroy burrows and fill openings, with the exception of applying these activities within areas of suitable upland habitat for California red-legged frogs (within 0.7 miles of aquatic habitat), burrowing owls, giant garter snakes (within 200 feet of

aquatic habitat), or Sacramento Valley red fox. In addition, this activity is not allowed if it will degrade habitat for vernal pool crustaceans and plants through a change in hydrology or an increase in erosion.

4. Routine management and maintenance of stock ponds and berms to maintain livestock water supplies. This activity does not include the intentional introduction of species into a stock pond that may prey on Covered Species, such as non-native fish and bullfrogs.
5. Routine maintenance or construction of fences for grazing management.
6. Planting, harvest, or rotation of non-irrigated forage crops as part of a rangeland livestock operation (excluding conversion of natural habitat to cultivation).
7. Maintenance and construction of livestock management facilities such as corrals, sheds, and other ranch outbuildings.
8. Repair, maintenance, or de-commissioning of unimproved ranch roads. This activity may include improvement, upgrade, or construction of new roads if approved by the Service and Department.
9. Discing or blading of fence lines or perimeter areas for fire prevention control and other fire prevention activities.
10. Placement of mineral supplements and supplemental feeding.
11. Control and management of noxious weeds.
12. Application of herbicide and fertilizer. Care should be taken to avoid impacts to Covered Species and Species of Conservation Concern habitat.
13. Riparian area maintenance (e.g., clearing debris, repairing erosion on banks).
14. Activities associated with irrigated pastures (e.g., maintenance of irrigation ditches and/or water diversions).
15. Movement of livestock.
16. Use of all-terrain and off-road vehicles in pasture for ranch management activities.
17. Use of horses and horse grazing.
18. Emergency activities (e.g., fighting floods or fires).
19. Livestock watering in natural streams including diversions.

7. NEIGHBORING LANDOWNER AGREEMENTS

Neighboring landowners who own agricultural lands within the program area that abut an Enrolled Property may secure incidental Take coverage without committing to undertake

any management activities described in Section 6 of this Agreement. The neighboring landowner must enter into a "Neighboring Landowner Agreement" with the Program Administrator (see Attachment 3). Properties that do not abut an Enrolled Property, but are within the immediate vicinity of an Enrolled Property, may also be enrolled provided that the Service and/or Department conclude that beneficial activities occurring on the Enrolled Property could result in an increase of Covered Species on properties within the immediate vicinity of the Enrolled Property.

Before entering into an agreement with a neighboring landowner, the Service and/or the Department will evaluate the activities that occur on the neighboring lands and the potential effects that these actions will have on the Covered Species. In order to enter into a Neighboring Landowner Agreement, the Service and/or Department must determine that activities on the neighboring lands will not negate the net conservation benefit expected from the original Cooperative Agreement. The neighboring landowner must agree to allow a Qualified Person to complete the Baseline Habitat Worksheet for the Covered Species (see Attachment 4) and must maintain this baseline habitat for the duration specified in the original Cooperative Agreement. The Baseline Habitat Worksheet must be reviewed and approved by the Service and/or the Department. The neighboring landowner must also agree to implement Take avoidance and minimization measures for State-listed species (Attachment 5).

If a Cooperative Agreement is terminated by one of the Parties, the Service and/or the Department will evaluate on a case-by-case basis whether to terminate the Neighboring Landowner Agreement(s) or allow the Neighboring Landowner Agreement(s) to remain in effect. In order for a Neighboring Landowner Agreement to remain in effect, the Service and/or Department must determine that conservation actions implemented by the recently terminated Cooperative Agreement will continue to result in the occupation of neighboring lands by a Covered Species. If a Cooperator elects to return his/her property to baseline conditions, and no habitat remains for a Covered Species, then it is likely that the Service and/or Department will terminate the Neighboring Landowner Agreements. However, if a Cooperator elects to terminate the Cooperative Agreement and discontinue habitat management activities, but also elects to allow the habitat to remain in place and not return the property to baseline conditions, this may allow Covered Species to persist on the formerly enrolled property. If the Service and/or Department determine that these Covered Species could continue to disperse to a neighboring property, the Service and/or Department may allow the Neighboring Landowner Agreement to remain in effect.

In situations where the original Cooperative Agreement is terminated and the Neighboring Landowner Agreement(s) are kept in effect, the Program Administrator will contact the neighboring landowners annually to determine if any significant changes in agricultural activities or land use have occurred that would result in the Service and/or the Department changing their finding that activities on the neighboring lands will not negate the net conservation benefit expected from the original Cooperative Agreement. In the event that a Cooperative Agreement is terminated, the neighboring landowner will be encouraged to voluntarily enroll their property in the Safe Harbor Agreement/Voluntary Local Program and obtain their own Cooperative Agreement.

8. AGREEMENT AND TAKE AUTHORIZATION DURATION

The Agreement becomes effective upon issuance of the Enhancement of Survival Permit by the Service and the Approval of the VLP and issuance of the Take Authorization by the Department, which will be in effect for 50 years. Cooperative Agreements developed pursuant to this Agreement will be for a term of at least 10 years. Prior to approving a Cooperative Agreement, the Service and/or Department will ensure that the duration of the Cooperative Agreements are long enough to achieve a net conservation benefit for the species covered under the Cooperative Agreement. Authorization of take of covered species begins upon initiation of conservation measures. This Agreement and the Federal and State Take authorizations may be extended by mutual consent of the Parties. Cooperators may opt out of their Cooperative Agreement at any time without penalty (see Section 10 – Modifications).

9. ASSURANCES REGARDING TAKE OF COVERED SPECIES

Provided that Take is consistent with maintaining the Baseline conditions identified for each Enrolled Property, the Take authorizations allow the Program Administrator to issue Certificates of Inclusion to Cooperators, which authorize Cooperators to Take the Covered Species incidental to otherwise lawful activities in the following circumstances:

1. Implementing the beneficial activities identified in Section 6 of this Agreement.
2. Conducting routine and ongoing agriculture activities on the Enrolled Property after the beneficial activities identified in Section 6 of this Agreement have been initiated.
3. Returning the Enrolled Property to Baseline conditions. No intentional lethal Take of Covered Species is anticipated or authorized.

10. MODIFICATIONS

A. Modification of the Agreement. Any party may propose amendments to this Agreement by providing written notice to, and obtaining the written concurrence of, the other parties. Such notice shall include a statement of the proposed modification, the reason for it, and its expected results. The Parties will respond to proposed modifications as indicated below. Proposed modifications will become effective upon the other parties' written concurrence.

- i. Modification proposed by the Program Administrator or Service. The Parties will respond to minor modifications (as defined in CCR §786.4(a)(1)) proposed by either the Program Administrator or Service within 30 days. The Parties will respond to major modifications (as defined in CCR §786.4(a)(2)) proposed by either the Program Administrator or Service within 60 days. The Department will follow the procedures detailed in CCR §786.4(a)(1) and (2).

ii. Modification proposed by the Department. The Department may initiate a modification if it believes that a modification is necessary to bring the program into compliance with §2086(b) of the Fish and Game Code. The Parties will respond to minor and major modifications (as defined in CCR §786.4(a)(1) and (2)) proposed by the Department within 60 days. The Department will follow the procedures detailed in CCR §786.4(b)(1) and (2).

B. Termination of the Agreement. A Cooperator may terminate his/her Cooperative Agreement with the Program Administrator for any circumstances by giving written notice not less than 90 days in advance to the Program Administrator who will in turn notify the Service and Department. In such circumstances, the Cooperator may return the Enrolled Property to Baseline conditions, without penalties or disincentives for withdrawing participation, even if the management activities identified in Section 6 of this Agreement have not been fully implemented, so long as the Take avoidance and minimization measures described in Attachment 5 are implemented.

The Program Administrator may terminate this Agreement for any circumstances by giving written notice of not less than 120 days in advance to the Service and Department. The Program Administrator shall give advance notice of not less than 120 days to enrolled Cooperators. In such circumstances, the Cooperators may return the Enrolled Properties to Baseline conditions, without penalties or disincentives, so long as the Take avoidance and minimization measures described in Attachment 5 are implemented.

C. Take Authorization Suspension or Revocation. The Service or Department may suspend or revoke the Take authorization for cause in accordance with the laws and regulations in force at the time of such suspension or revocation. The Service or Department shall give not less than 90 days advance notice of the suspension or revocation, and give the Program Administrator an opportunity to cure any defaults. The Program Administrator or any Cooperator has the right to appeal any suspension or revocation to a mutually agreed upon arbitrator during the 90 days.

D. Baseline Adjustment. The Baseline conditions for any Enrolled Property may, by mutual agreement of the Parties and the Cooperator, be adjusted if, during the term of the Cooperative Agreement and for reasons beyond the control of the Cooperator (e.g., floods, droughts, or fires) or as an unintended result of properly-implemented management activities, the Baseline conditions are reduced from what they were at the time the Cooperative Agreement was negotiated. Such a modification shall follow the procedures described in Section 10.A above.

E. Inability of the Program Administrator to Continue. If the Program Administrator is unable to perform its obligations under this Agreement, they will give written notice to the Service and Department at least 120 days prior to ceasing to perform its obligations under the Agreement. Upon receiving such notice, the Service and Department may, at their discretion after consultation with Cooperators, either amend this Agreement and the associated Take authorizations to substitute a new Program Administrator, or, if a

Cooperator prefers, convert any previously approved Cooperative Agreement into an individual agreement between the Cooperator and the Service and Department under the same terms. Such a modification shall follow the procedures described in Section 10.A above.

F. New Listings of Species. In the event that a rangeland-associated species not authorized for Take in association with this Agreement is subsequently listed as candidate or threatened or endangered under the ESA or the CESA, the Parties may consider amending the Agreement to add the newly-listed species as a Covered Species. Previously approved Cooperative Agreements may be amended to include newly-listed species as Covered Species, subject to approval by the Service and Department. The amendment of any Cooperative Agreement shall determine the Baseline conditions for the subsequently listed species in a manner approved by the Service and Department and agreed upon by the Cooperator.

11. OTHER MEASURES

A. Remedies. No party shall be liable in monetary damages for any breach of this Agreement, any performance or failure to perform an obligation under this Agreement or any other cause of action arising from this Agreement.

B. Dispute Resolution. The Parties agree to work together in good faith to resolve any disputes. Modification to the Agreements shall follow the procedures detailed in Section 10.A above. For disputes other than modifications, the Parties agree to meet and confer within 30 days of a request by any Party. If necessary, the Parties agree that a mutually agreed upon arbitrator may be used to solve the dispute.

C. Succession and Transfer. If a Cooperator transfers his or her interest in the Enrolled Property to another non-Federal entity, the Service and Department will regard the new owner or manager as having the same rights and responsibilities with respect to the Enrolled Property as the original Cooperator, if the new owner or manager agrees to become a party to the Cooperative Agreement in place of the original Cooperator.

D. Availability of Funds. Implementation of this Agreement is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement will be construed by the Parties to require the obligation, appropriation, or expenditure of any funds from the U.S. Treasury. The Parties acknowledge that the Service or Department will not be required under this Agreement to expend any Federal or State agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

E. No Third-Party Beneficiaries. This Agreement does not create any new right or interest in any member of the public as a third-party beneficiary, nor shall it authorize anyone not a party to this Agreement to maintain a suit for personal injuries or damages pursuant to the provisions of this Agreement. The duties, obligations, and

responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed under existing law.

F. Other Laws. This Agreement and activities conducted under it are subject to all applicable Federal, State, and local laws and regulations.

G. Notices and Reports. Any notices and reports, including monitoring and annual reports will be delivered to the persons listed below, as appropriate:

Safe Harbor Program Coordinator
Sacramento Fish and Wildlife Office
U.S. Fish and Wildlife Service
2800 Cottage Way, W-2605
Sacramento, California 95825

Voluntary Local Program Coordinator
California Department of Fish and Game
Habitat Conservation Planning Branch
1416 Ninth Street, 12th Floor
Sacramento, California 95814

Voluntary Local Program Coordinator
California Department of Fish and Game Region 1
601 Locust Street
Redding, California 96001

Voluntary Local Program Coordinator
California Department of Fish and Game Region 2
1701 Nimbus Road
Rancho Cordova, California 95670

Program Administrator
California Rangeland Conservation Coalition
California Cattlemen's Association
1221 H Street
Sacramento, California 95814

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Safe Harbor Agreement/Voluntary Local Program to be in effect as of the date that the Service issues the Enhancement of Survival permit and the Department approves the VLP and issues the Take Authorization.

Executive Vice President
California Cattlemen's Association

Date

Field Supervisor, Sacramento Field Office
U.S. Fish and Wildlife Service

Date

Deputy Director, Ecosystem Conservation
Division
California Department of Fish and Game

Date

ATTACHMENT 1

Cooperative Agreement

California Rangeland Conservation Coalition Safe Harbor Agreement/Voluntary Local Program

Cooperative Agreement Number _____

☐ Please check here if the Cooperator wishes to have his/her information remain confidential and not released to the public.

This Cooperative Agreement constitutes a written, binding contract between the parties identified in Section 1 below, and recognizes the unique and important role that private landowners in California can play in helping wildlife valued by the people of the state and of the nation. The purpose of the Cooperative Agreement is to enable land management activities beneficial to rare species to be carried out on privately owned land while minimizing the impact of such activities on the right and ability of the owner or manager to use it as he or she wishes. The terms of this Cooperative Agreement are as follows:

1. The California Cattlemen's Association ("Program Administrator") and _____ (Cooperator) have entered into this Cooperative Agreement to improve and manage habitat for the betterment of wildlife, including the Covered Species and Species of Conservation Concern ("Covered Species") as defined in the Programmatic Safe Harbor Agreement/Voluntary Local Program (SHA/VLP) on certain land owned or managed by the Cooperator ("Enrolled Property") as delineated on the map attached to this Agreement (Exhibit A).
2. The U. S. Fish and Wildlife Service (Service) has approved a Programmatic Safe Harbor Agreement and has issued an Enhancement of Survival Permit issued on [insert date of permit] and terminating [insert expiration date] to the Program Administrator that authorizes the incidental take of federally listed species covered under the safe harbor agreement for those Cooperators that have been issued a Certificate of Inclusion by the Program Administrator.
3. The California Department of Fish and Game (Department) has approved a Voluntary Local Program. Any taking of candidate, threatened, or endangered species incidental to routine and ongoing agriculture or ranching activities that occurs while the management practices contained in the SHA/VLP are followed is not prohibited for landowners participating in the Programmatic Safe Harbor Agreement and Voluntary Local Program until the year [20..].
4. The Cooperator agrees to the following:
 - A. The Cooperator will conduct, or allow to be conducted on the Enrolled Property activities to improve habitat for the Covered Species. A description of the beneficial activities that the Cooperator will conduct on the Enrolled Property is attached to this Cooperative Agreement (Exhibit B). The Cooperator agrees to maintain the improved habitat for a period of at least 10 years from the date of this Agreement.

B. The Cooperator will allow a Qualified Person to assess the baseline for the Covered Species on the Enrolled Property and complete the baseline habitat worksheet (Attachment 4 of the SHA/VLP). A “Qualified Person” is someone with species expertise who has been approved by the Service and/or Department. The Program Administrator will work closely with the Service and Department to ensure that the Qualified Person is also acceptable to the Cooperator. The Service and/or the Department must review and concur with the baseline determination before approving the Cooperative Agreement. Once approved, baseline habitat worksheet will be attached to this Agreement and will constitute the baseline conditions established for the Enrolled Property. The established baseline conditions for each Covered Species will be determined within 18 months prior to the execution of the Cooperative Agreement.

C. The Cooperator agrees to comply with the following monitoring components required by the Safe Harbor Agreement/Voluntary Local Program:

(i) The Cooperator will provide a brief annual report to the Program Administrator (Exhibit C). The report will be due annually on December 31. The report will identify the activities that were completed to improve habitat for the Covered Species on the Enrolled Property, as well as information describing whether the activities have resulted in improvements in habitat quality. The report should also describe whether activities should be modified in some manner to increase success. The report contents will provide sufficient feedback that describes reasonably attainable interim targets and long-range goals for increasing the quantity and quality of wildlife habitat on the Enrolled Property and ultimately program-wide. The report will also notify the Program Administrator if any living or dead Covered Species were observed during the year. The Program Administrator will include the information from the Cooperator’s report in a comprehensive annual report submitted to the Service and Department as required by the SHA/VLP.

(ii) Once every three years the Cooperator will allow a Qualified Person access to the Enrolled Property to conduct a survey and prepare a report that will assess the general condition of the Covered Species and/or the associated habitat. The report will describe the assessment of the condition of the habitats being managed under the Cooperative Agreement, and make recommendations as to whether the beneficial activities could be modified to improve success. The Program Administrator will include such information in the report required to be provided to the Service and Department for each Cooperative Agreement once every three years. The Program Administrator will give the Cooperator reasonable notice of these visits.

iii) The Cooperator will grant the Program Administrator (or its agents or contractors) access to the Enrolled Property to verify that the conditions of the Cooperative Agreement are being upheld, and to assess the condition of the habitats being managed under the Cooperative Agreement, and to otherwise monitor the implementation of the Cooperative Agreement. The Program Administrator will give the Cooperator reasonable notice of these visits.

D. The Cooperator will give the Program Administrator at least 90 days notice of any

planned activities that the Cooperator reasonably anticipates will result in incidental take of Covered Species on the Enrolled Property. The Program Administrator will then notify the Service and Department to give them the opportunity to rescue and relocate, if appropriate, any Covered Species from the Enrolled Property. The Cooperator will not be required to notify the Program Administrator of routine and ongoing activities that are not anticipated to result in incidental take.

E. The Cooperator agrees to notify the Program Administrator if the Cooperator decides to sell or transfer ownership or management of the Enrolled Property. The Cooperator also agrees to notify the new landowner of this Cooperative Agreement so that the new owner can become a party to it if he or she wishes.

5. In consideration of the foregoing, the Program Administrator has issued the attached Certificate of Inclusion to the Cooperator. This Certificate authorizes the Cooperator (or designees) to incidentally take Covered Species during the following activities:

A. Implementing the beneficial activities identified in Exhibit B of this Cooperative Agreement.

B. Conducting routine and ongoing ranching activities on the Enrolled Property after the beneficial activities identified in Exhibit B of this Cooperative Agreement have been initiated, and provided that such taking does not reduce the amount of occupied habitat for such Covered Species on the Enrolled property below the established baseline conditions.

C. Returning the Enrolled Property to established baseline conditions.

As used in this Cooperative Agreement, “incidental take” refers to the unintentional or unavoidable killing or injuring of Covered Species in the course of carrying out otherwise lawful activities. Nothing in this Cooperative Agreement authorizes the Cooperator to capture, collect, or deliberately kill or injure any such Covered Species.

6. The Cooperator may terminate the Cooperative Agreement for reasons beyond his/her control at any time by giving 90 days written notification to the Program Administrator, in which case the Cooperator's right to incidentally take the Covered Species under the Certificate of Inclusion will cease. So long as this Cooperative Agreement is in effect, it can be renewed, extended, or modified at any time with the approval of the Cooperator, the Program Administrator, the Service, and/or the Department.

7. The Cooperator and the Program Administrator agree with respect to liability and indemnification for injuries to persons or property arising out of this Cooperative Agreement as follows: [details may vary from agreement to agreement] Cooperator assumes no liability for injury to any employee or representative of the Program Administrator in the course of any visit to the property under this agreement. The Program Administrator shall not be liable for any damage to the property of the landowner arising from any visit to the property pursuant to this Cooperative Agreement.

8. Nothing herein affects the right of the Cooperator to seek to record a Conservation Easement on the Enrolled Property or seek to establish the Enrolled Property as a Preserve or Mitigation Bank.

9. So long as the Service Permit and the Department Authorization and Certificate of Inclusion remain in effect, and provided the beneficial activities required by this Cooperative Agreement as identified in Exhibit B is being implemented, the Cooperator may exercise the right conferred to the Program Administrator by the Permit and Authorization, and the Cooperator's Certificate of Inclusion to incidentally take the Covered Species on the Enrolled Property.

10. This Cooperative Agreement, which constitutes a written, binding contract, shall be interpreted in accordance with the laws of the State of California. In ascertaining the intent of the parties, the Service Permit and the Department Authorization issued to the Program Administrator, referenced above and in the Certificate of Inclusion, as well as the SHA/VLP between the Program Administrator, the Service and the Department, shall be further evidence of this contract.

11. This Cooperative Agreement shall take effect upon its execution and shall remain in effect for [X] years (not to exceed the number of years remaining in the Program Administrator's permits), unless terminated earlier in accordance with Section 6.

Program Administrator:

California Rangeland Conservation Coalition
California Cattlemen's Association
1221 H Street
Sacramento, California 95814

California Cattlemen's Association

Cooperator

Name _____

Name _____

Date _____

Date _____

California Rangeland Conservation Coalition
Safe Harbor Agreement/Voluntary Local Program

Certificate of Inclusion

This certifies that the property described as follows [DESCRIPTION], owned by [NAME OF COOPERATOR], is included within the scope of the Enhancement of Survival permit issued by the U.S. Fish and Wildlife Service on [DATE] (Permit No. _____) and the Approval and Take Authorization issued by the California Department of Fish and Game on [DATE] (Take Authorization No. _____), each for a 50 year term, to the California Cattlemen's Association under the authority of § 10(a)(1)(A) of the Endangered Species Act of 1973, as amended, and in accordance with §2086 of CESA, respectively. The Permit and Authorization allow certain activities by participating landowners as part of the Safe Harbor Agreement/Voluntary Local Program to maintain, restore, and enhance habitat for the Covered Species, while providing incidental take coverage for associated habitat enhancement and routine and ongoing ranching and agricultural activities. Pursuant to these authorizations and this Certificate, the holder of this Certificate is authorized to engage in activities on the above described property that may result in the incidental taking of such species, subject only to the terms and conditions of the Safe Harbor Agreement/Voluntary Local Program Programmatic Agreement, the Permit and Authorization, and Cooperative Agreement No. _____ entered into by the California Cattlemen's Association and [NAME OF COOPERATOR] on [DATE].

California Cattlemen's Association
Program Administrator

Title

Date: _____

Exhibit A of Cooperative Agreement

[Map of the property subject to the cooperative agreement]

Draft

Exhibit B of Cooperative Agreement

[Specifications for beneficial management, enhancement, and restoration actions to be carried out]

Draft

Exhibit C of Cooperative Agreement

Annual Report from Cooperator to Program Administrator

☐ Please check here if the Cooperator wishes to have his/her information remain confidential and not released to the public.

County _____ Date _____ Observer(s) _____

Cooperative Agreement Number: _____

This form will be available to participants electronically or as a hard copy. Response length is entirely up to you, with ample room provided for response to questions in the electronic format. Extra sheets of paper may be used to complete a hard copy. When completing the annual report, cooperators may seek assistance from the Program Administrator or another individual whom they choose (e.g., Resource Conservation District staff, Natural Resources Conservation Service staff, etc.).

Please answer each of the questions below to the best of your knowledge:

Covered Species (and Species of Conservation Concern) & Enrolled Property

- What species are covered under your Cooperative Agreement?
- What management practices did you implement that benefit species covered under the agreement? Please include habitat management, grazing management plan (timing, density, & acres), etc.
- What restoration activities did you complete this year that benefit species covered under the agreement? Please list size, scope, partners and when the project took place.
- Were the management and/or restoration activities you previously described significantly different from those listed in Exhibit B of your Cooperative Agreement? Why?
- What challenges did you encounter when implementing management practices and/or restoration activities to benefit Covered Species?
- Have you observed or seen indications of Covered Species on the enrolled property in the past year? If yes, please briefly describe.
- What beneficial, avoidance or minimization measures have you carried out on the ranch this year? Were they successful in benefiting Covered Species?

- What are your long term goals for increasing biological diversity on the enrolled property?

General Questions

- How can this Program provide flexibility and create incentives, encouraging additional landowner participation?
- How can ranchers gain wildlife benefits without compromising economic viability?
- What can be done to further improve biological diversity on private lands in California?

Other:

- Did you make any significant changes to your agricultural operation in the last year, and if so, what were they?
- Do you have any comments or additional information?

Documentation

Provide photographs of the habitat from all of the photo points that were established during the baseline survey for each of the Covered Species. Please provide additional photographs taken this year of species habitat and enhancement projects that were completed.

ATTACHMENT 2

Annual Report from California Cattlemen's Association to

the U.S. Fish and Wildlife Service and the California Department of Fish and Game

Permittee's Name: California Cattlemen's Association

Federal Permit Tracking Number: TE-XXXXXX-0

California Approval and Take Authorization Tracking Number: 2086-20XX-XX-XX

Location: Shasta, Tehama, Butte, and Glenn counties, California

Report on Enrolled Properties: Provide a comprehensive list of the properties enrolled in the program since its inception including information on location, landowner or unique certificate number, acreage, habitat types, a list of enhancement actions completed, status of enrollment, and contact information. Landowners may elect to have their personal information and property location kept confidential in this report.

Report on the Monitoring Program: Describe in general terms the results of any surveys carried out in the year covered by the report; append a copy of the report. Describe any major changes in the collective condition of Covered Species and Species of Conservation Concern included in the Baseline or habitat restored as part of the Cooperators' restoration plans. Describe any evidence of utilization of such habitat by the Covered Species and Species of Conservation Concern. Append to this report copies of all reports (with personal information deleted, if requested by individual Cooperator) submitted to the Program Administrator by Cooperators since the last annual report.

Report on Area-wide Management and Conservation Actions: As necessary to supplement the monitoring reports above, summarize the extent and condition of managed or restored native vegetation on the collective enrolled properties. Describe any apparent year-to-year trends in restoration success in the region, as well as significant differences in restoration success between sites. Describe any relevant regional conditions (e.g., drought, flood, fire, etc.) that may be required to interpret the management activities described in the appended annual reports from the Cooperators. Describe any significant changes in Cooperators' agricultural operations that may have impacted the covered species. Finally, please convey any suggestions for adaptive management of restored areas that may have emerged from the program so far.

Provide a summary on how to improve voluntary participation by farmers and ranchers and further provide benefits to wildlife.

ATTACHMENT 3

Neighboring Landowner Agreement

☐ Please check here if the Owner wishes to have his/her information remain confidential and not released to the public.

1. [Insert name](herein referred to as “Owner”) owns land (hereafter “the Property”) in XXX County, California, that is designated on the attached map and that is adjacent to land or is within the immediate vicinity of land enrolled in the Programmatic Safe Harbor Agreement and Voluntary Local Program between the California Cattlemen’s Association and the United States Fish and Wildlife Service (hereafter “the Service”) and California Department of Fish and Game (hereafter “the Department”), dated [date]. The Programmatic Safe Harbor Agreement/Voluntary Local Program, and the Take authorizations issued by the Service and Department authorize participating landowners who enter into Cooperative Agreements to enhance or restore habitat for the Covered Species and Species of Conservation Concern on land enrolled in the program and to Take Covered Species incidental to routine and ongoing agricultural activities on the enrolled land, provided that Baseline conditions as specified in such Cooperative Agreements are maintained.

2. The California Cattlemen’s Association serves as the Program Administrator of the Programmatic Safe Harbor Agreement/Voluntary Local Program and is authorized to enter into both Cooperative Agreements with landowners who enroll land in the program and Neighboring Landowner Agreements with landowners who own land adjacent to or within the immediate vicinity of land enrolled in the program. Neighboring Landowner Agreements confer upon neighboring landowners the same rights to Take Covered Species incidental to routine and ongoing agricultural activities on neighboring land, subject to requirements as are set forth in this Agreement.

3. The Program Administrator, the Service, and the Department have determined Baseline conditions on the property (see Attachment 4, Baseline Habitat Worksheet). So long as the Owner implements the conditions in Section 4 below, The Owner may incidentally Take those species in the course of routine and ongoing agricultural activities on of the property, subject to Section 4 below. As used herein, “incidental” Take refers to the unintentional or unavoidable killing or injuring of Covered Species in the course of carrying out routine and ongoing agricultural activities. Nothing herein authorizes the Owner to capture, collect, or deliberately kill or injure any such species.

4. The Owner agrees to the following conditions:
- a. Maintain baseline on the Property for the duration of this agreement;
 - b. Give the Program Administrator at least 90 days notice (except when precluded by emergency situations) of any planned activity that the owner reasonably anticipates will result in incidental Take of Covered Species on the Property. This notification is not necessary for routine and ongoing agricultural

activities for which Take is not anticipated;

c. Provide the Service, Department, or other mutually agreed-upon entity access and opportunity to relocate, if appropriate, any affected individuals of the Covered Species; and,

d. Implement the take avoidance and minimization measures for State-listed species, (Attachment 5).

5. This Neighboring Landowner Agreement remains in effect until [date] or until the Cooperative Agreement for the associated Enrolled Property is terminated. If a Cooperative Agreement is terminated by one of the Parties, the Service and/or the Department will evaluate on a case-by-case basis whether to terminate the Neighboring Landowner Agreement(s) or allow the Neighboring Landowner Agreement(s) to remain in effect. In order for a Neighboring Landowner Agreement to remain in effect, the Service and/or Department must determine that conservation actions implemented by the recently terminated Cooperative Agreement will continue to result in the occupation of neighboring lands by a Covered Species. If a Cooperator elects to return his/her property to baseline conditions, and no habitat remains for a Covered Species, then it is likely that the Service and/or Department will terminate the Neighboring Landowner Agreements. However, if a Cooperator elects to terminate the Cooperative Agreement and discontinue habitat management activities, but also elects to allow the habitat to remain in place and not return the property to baseline conditions, this may allow Covered Species to persist on the formerly enrolled property. If the Service and/or Department determine that these Covered Species could continue to disperse to a neighboring property, the Service and/or Department may allow the Neighboring Landowner Agreement to remain in effect.

In situations where the original Cooperative Agreement is terminated and the Neighboring Landowner Agreement(s) are kept in effect, the Program Administrator will contact the neighboring landowners annually to determine if any changes in land management or land use have occurred that would result in the Service and/or Department to change their finding that activities on the neighboring lands will not negate the net conservation benefit expected from the original Cooperative Agreement. In the event that a Cooperative Agreement is terminated, the neighboring landowner will be encouraged to voluntarily enroll their property in the Safe Harbor Agreement/Voluntary Local Program and obtain their own Cooperative Agreement.

6. Nothing herein affects the right of the Owner to seek to record a Conservation Easement on the Property or seek to establish the Enrolled Property as a Preserve or Mitigation Bank.

[Name], Owner

Date

California Cattlemen's Association

Date

ATTACHMENT 4

Baseline Habitat Worksheet

*Protocol for Determining Baseline Habitat
for Landowners Enrolling in the
CRCC Programmatic Safe Harbor Agreement and Voluntary Local Program*

Note: This form will be submitted with the Cooperative Agreement

☐ Please check here if the Cooperator wishes to have his/her information remain confidential and not released to the public.

Owner's name _____

Evaluator's name _____ Date _____

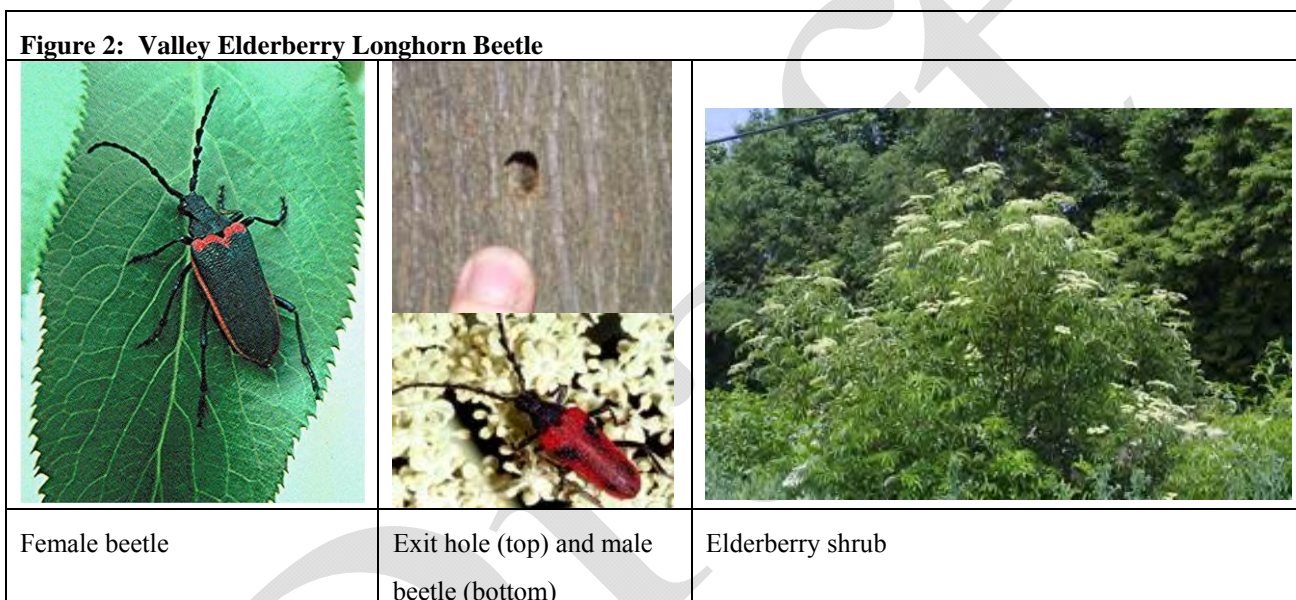
Ranch name and location _____

GPS coordinates _____ Quad sheet _____

For each Enrolled Property, pre-Agreement conditions (baseline) shall be based upon a survey of the Enrolled Property, not more than 18 months prior to the signing of the Cooperative Agreement, to delineate the locations of all habitats for listed species and Species of Conservation Concern that will be covered under the Cooperative Agreement. The following Baseline Habitat Worksheets are designed to be used for each potential Enrolled Property for each potential Covered Species and Species of Conservation Concern.

Valley Elderberry Longhorn Beetle

This species depends on elderberry bushes having one or more stems that are 1.0 inch or greater in diameter at ground level. Baseline information will quantify the size classes of elderberry stems. Additionally, the baseline assessment will contain information regarding the location of elderberry shrubs (riparian or upland) and the presence of exit holes. Figure 2 provides photographs of the beetle, elderberry shrubs, and a typical “exit hole,” which is left when an adult beetle emerges from the stem.



Baseline will consist of all elderberry shrubs on the enrolled property that are 1.0 inch or greater in diameter at ground level. Please provide the following information to determine baseline, as well as provide valuable information regarding this species:

Total number of elderberry shrubs located on the enrolled property (including shrubs that are less than one inch in diameter at ground level).

Provide a map of the enrolled property that depicts the location of these shrubs. Of these shrubs, approximately how many have stems that are:

- Greater than 1 inch but less than 5 inches in diameter at ground level? _____
- 5 inches in diameter or greater at ground level? _____

Have exit holes been detected on any shrubs within the enrolled property? (yes/no) _____

If exit holes have been detected, please provide a photograph of the exit hole(s) and other additional information, which may include a general description of where the elderberry shrub is located (riparian/upland), other plant species in the vicinity (if known), density of surrounding canopy (i.e., open/dense), the approximate distance to other elderberry shrubs, and whether the shrub contains one or more exit holes.

Provide representative photographs of the suitable habitat for this species that is present within the enrolled property. Photo points should be established to be utilized for the annual report that is provided to the Program Administrator.

Draft

Giant Garter Snake

This garter snake is highly aquatic and is found in irrigation and drainage canals/ditches, rice fields, marshes, sloughs, ponds, small lakes, and low-gradient streams. Giant garter snakes are typically absent from wooded riparian areas and large rivers. Giant garter snakes are dormant from mid-fall to early spring, and during this dormant period this species will utilize small mammal burrows above prevailing flood elevations. Figure 3 provides a photograph of the species and representative photos of habitat for giant garter snake.



Baseline will consist of the total acreage of suitable aquatic habitat for this species and surrounding upland habitat within 200 feet of the aquatic habitat. Please fill out the following information to determine baseline, as well as provide valuable information regarding this species:

Provide a general description of the types of aquatic habitat present within the enrolled property (i.e., drainage canals, marshes, rivers, etc.).

Provide representative photographs of the aquatic features that are present within the enrolled property. Photo points should be established to be utilized for the annual report that is provided to the Program Administrator.

Provide a map that depicts the suitable and non-suitable aquatic features within the enrolled property.

What is the approximate acreage of suitable aquatic habitat within the enrolled property?

What is the approximate acreage of suitable upland over-wintering habitat within the enrolled property (i.e., suitable upland habitat within 200 feet of aquatic features)?

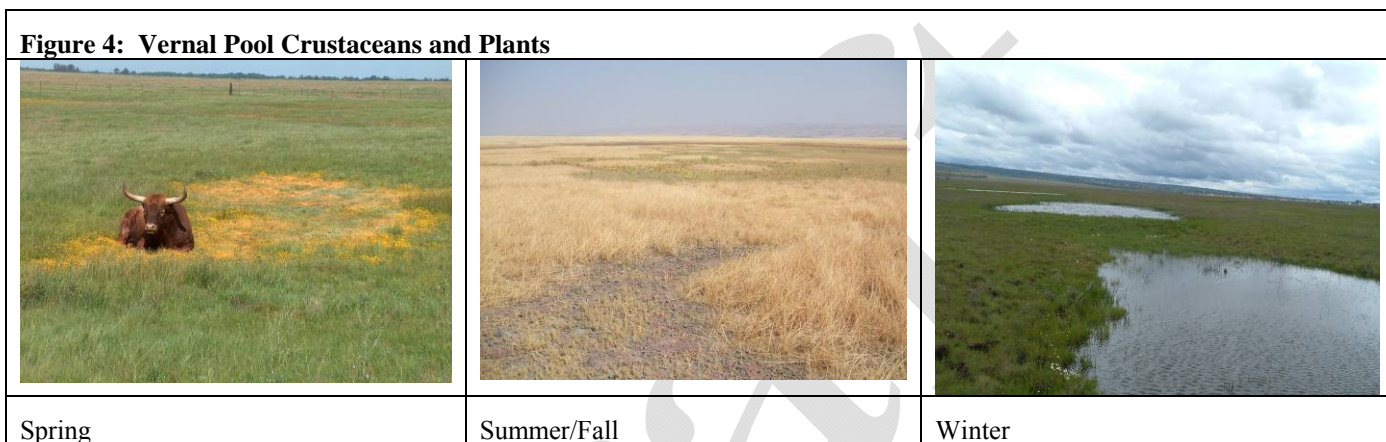
How were the two acreage amounts (baseline) calculated? Methods may include GIS or measurements made on the ground.

Provide a general description of the hydrology of the aquatic features. Do the features contain water year-round, or only during a portion of the year?

Provide a description of potential prey species present (i.e., bullfrog or tree frog tadpoles or small fish species) and potential predators (i.e., adult bullfrogs, egrets, herons, large fish species).

Vernal Pool Species

Federally-listed vernal pool species can utilize seasonal wetland features that are inundated with water for at least two week periods from late October to early July. These wetland features must remain dry from late July to early October for the species to utilize the habitat. Some vernal pool species, in particular plants, require substantially longer inundation periods. Figure 4 provides representative photographs of vernal crustacean and plant habitat.



Baseline will consist of the total acreage of seasonal wetland habitat that is inundated by water for two weeks or more from late October to early July. Wetland features may pond and dry periodically throughout October to July and do not need to be inundated continuously during this period to be considered suitable vernal pool habitat. Baseline determination shall be completed during the flowering phase of the vernal pools. Ideally, site visits and surveys should be done more than once throughout this phase to determine a reasonable idea of what is on the property.

Please fill out the following information to determine baseline, as well as provide valuable information regarding these species:

What is the approximate acreage of suitable aquatic habitat within the enrolled property?

How was this acreage amount (baseline) calculated? Methods may include GIS, or measurements made on the ground.

What is the approximate acreage of land currently being cultivated or irrigated that might provide suitable habitat if allowed to revert to a more natural regime?

List the dominant plant species present, as well as any potential covered plant species, observed in a few representative pools. Representative pools would include shallow, mid-depth and deeper pools throughout the enrolled property.

Provide representative photographs of the suitable seasonal wetlands that are present within the enrolled property. Photo points should be established to be utilized for the annual report that is provided to the Program Administrator.

Provide a map that shows the general location and approximate size of each seasonal wetland features within the enrolled property.

Provide a general description of the hydrology of the seasonal wetland features. When do the wetlands typically hold water and for how long?

California Red-legged Frog

The California red-legged frog uses a variety of habitats. In some cases, they may complete their entire life cycle in a particular habitat (i.e., a pond is suitable for all life stages). Overall, populations are embedded within a matrix of habitats used for dispersal. Breeding habitat is aquatic, and may include streams, deep pools, backwaters within streams and creeks, ponds, marshes, and lagoons. Breeding habitat is typically associated with deep (greater than two feet), still or slow moving water, and dense, shrubby riparian or emergent vegetation. During periods of wet weather, starting with the first fall rains, some individuals may make overland excursions through upland habitats. During dry periods, the California red-legged frog is rarely encountered far from water and they depend on aquatic features such as stream courses and riparian habitat to disperse. Figure 5 contains representative photographs of suitable habitat for this species.



Baseline will include all suitable aquatic breeding and dispersal habitat within the enrolled property. Please provide the following information to determine baseline, as well as provide valuable information regarding this species:

What is the approximate acreage of suitable aquatic breeding habitat within the enrolled property?

What is the approximate acreage of suitable dispersal habitat within the enrolled property?

How were these acreage amounts (baseline) calculated? Methods may include GIS, or measurements made on the ground.

Provide representative photographs of the suitable breeding and dispersal habitat that are present within the enrolled property. Also provide representative photographs of the suitable upland dispersal habitat within the enrolled property. Photo points should be established to be utilized for

the annual report that is provided to the Program Administrator.

Provide a map that shows the general location and approximate size of each suitable breeding wetland habitat and associated dispersal habitat within the enrolled property.




Provide a general description of the hydrology of the seasonal wetland features. When did the wetlands hold water and for how long?

Provide a description of potential prey species present (i.e., bullfrog or tree frog tadpoles or small fish species) and potential predators (i.e., adult bullfrogs, egrets, herons, large fish species).

Swainson's Hawk

Swainson's hawk is a migratory raptor that nests in the Central Valley of California generally in scattered trees or along riparian systems adjacent to agricultural fields or pastures. These open fields and pastures are the primary foraging areas. Research has documented the importance of suitable foraging habitats (e.g., annual grasslands, pasture lands, alfalfa and other hay crops, and combinations of hay, grain and row crops) within flight distance from active Swainson's hawk nests (typically a ten mile radius). Unsuitable foraging habitat types include crops where prey species (even if present) are not available due to vegetation characteristics (e.g., vineyards, mature orchards, and cotton fields, dense vegetation, etc.). Much of the potential nesting habitat is in riparian forests, although isolated and roadside trees are also used. Nest sites are generally adjacent to or within easy flying distance to alfalfa or hay fields or other habitats or agricultural crops which provide an abundant and available prey source. Preferred nest trees include valley oaks (*Quercus lobata*), Fremont's cottonwood (*Populus fremontii*), willows (*Salix* spp.), sycamores (*Platanus* spp.), and walnuts (*juglans* spp.). The following vegetation types/agricultural crops are considered optimal small mammal and insect foraging habitat for Swainson's hawks: (1) alfalfa; (2) fallow fields; (3) beet, tomato, and other low-growing row or field crops; (4) dry-land and irrigated pasture; (5) rice land (when not flooded); (6) cereal grain crops (including corn after harvest).

Figure 6: Swainson's Hawk

		
Adult Swainson's hawk	Typical foraging habitat	Swainson's hawk nest

Baseline assessment for Swainson's hawk will evaluate suitable nest trees as well as the quantity (acres) and quality (crop type or vegetative cover type) of foraging habitat.

Please provide the following information to determine baseline, as well as provide valuable information regarding this species:

Provide a general description of the types of vegetation, habitats and cultivated crops present within the enrolled property (i.e., riparian, grassland, alfalfa, etc.)

Provide representative photographs of the vegetative cover types and features that are present within the enrolled property. Photo points should be established to be utilized for the annual report that is provided to the Program Administrator.

Provide a map that depicts the suitable and non-suitable vegetative cover or crops within the enrolled property.

What is the approximate acreage of suitable vegetation or crop habitat within the enrolled property?

What is the approximate number and type of suitable nest trees present on the enrolled property?

Provide a general description of the normal crop rotation the enrolled property has over a 10 year period.

What is the total number of Swainson's hawk nests documented on the enrolled property?

How many years have Swainson's hawk nested on the enrolled property during the last ten years (if known)?

Provide a map of the enrolled property that depicts the location of confirmed Swainson's hawk nests. The nest locations may be labeled as occupied by year if known. If possible, provide a map depicting the location of Swainson's hawk nests mapped within 10 miles of the enrolled property.

Provide representative photographs of the suitable habitat for this species that is present within the enrolled property. Established photo points should be used for the annual report that is provided to the Program Administrator.

Western Yellow-billed Cuckoo

Western yellow-billed cuckoos require dense, mature riparian habitat for nesting and brood rearing. This habitat is generally in close association with riparian woodlands with developed understory canopies. River bottom habitats near slow moving water courses are ideal nesting habitat. In the Sacramento Valley, orchards adjacent to streams have also been utilized by this species. Colonization or the detection of this species in foothill habitats is not likely; however, habitat linkages of sufficient sizes and quality are increasing due to recent conservation efforts and can potentially move birds into new territories.

Figure 7: Western Yellow-billed cuckoo



Western Yellow-billed cuckoo

Typical habitat – riparian forest

Photo Credit: Murrelet Halterman

Photo Credit: Mark Hoshovsky, CDFG

Provide a general description of the types of vegetation and habitat types present within the enrolled property (i.e., riparian, grassland, irrigated pasture, agricultural, etc.)

What is the approximate acreage of suitable habitat within the enrolled property?

Does the property contain at least 10 acres of suitable habitat that is in one contiguous block?

How was this acreage amount calculated? Methods may include GIS, or measurements made on the ground.

Is the enrolled property located within 10 air miles from known summer locations of yellow-billed cuckoos?

If possible, a Cooperator may elect to have surveys conducted on the enrolled property. Surveys should be conducted using the most recent protocols recommended by the Service and Department.

Provide representative photographs of the suitable habitat for this species that is present within the enrolled property. Established photo points should be used for the annual report that is provided to the Program Administrator.

Provide a map that depicts the suitable and non-suitable habitat types within the enrolled property.

Burrowing Owl

Burrowing owls use a variety of natural, uncultivated, and agricultural habitats, any of which can support owls depending on the availability of burrows for cover and nesting and the presence of prey. In general, three habitat attributes are required for a site to support burrowing owls: (1) open, well-drained terrain, (2) short, sparse vegetation, and most importantly, (3) underground burrows.

Burrowing owls have been observed using a variety of habitats, including open prairie, grasslands, open shrub-steppe, agricultural areas, irrigation ditches, road berms, and vacant lots and fields within urban areas. Grasslands used by burrowing owls typically have short vegetation (usually less than 10 inches tall) allowing for good visibility. Burrows excavated by host burrowers are essential for burrowing owl survival and reproduction, and some host species, for example, ground squirrels, provide owls with early warning of predator presence. The presence of ground squirrels may be the single most important determinant of whether burrowing owls use a given site. At sites where California ground squirrels or natural burrows are absent, owls may use debris piles or other man-made structures (e.g., culverts, drainage pipes) for cover while dispersing or looking for more suitable habitat.

The diet of burrowing owls is highly variable. The most common food items are large insects and small rodents.

Figure 8: Burrowing Owl



Please provide the following information to determine baseline, as well as provide valuable information regarding this species:

Provide a general description of the types of vegetation and suitable habitat types present within

the enrolled property (i.e., grassland, irrigated pasture, agricultural, ruderal, etc.). Include a description of the number and location of suitable burrows/burrow complexes.

Provide representative photographs of the suitable habitat for this species that is present within the enrolled property. Established photo points should be used for the annual report that is provided to the Program Administrator.

Provide a map that depicts the suitable and non-suitable habitat types within the enrolled property and general locations of suitable burrows/burrow complexes.

Map any known locations of burrowing owls or owl sign (molted feathers, cast pellets, prey remains, egg shell fragments or excrement at or near burrow entrance or perch site).

What is the approximate acreage of suitable habitat within the enrolled property?

How was this acreage amount calculated? Methods may include GIS, or measurements made on the ground.

Tricolored Blackbird

Tricolored blackbirds require nesting substrate surrounded by productive foraging habitats for nesting and brood rearing. The nesting substrate may be either fresh water marsh (cattails and/or bulrush) or armored native vegetation such as California blackberry copses, thistles, or stinging nettles, which protect this species from predators. This species requires nesting substrate in close proximity to water, and within 2 km of foraging habitats containing large numbers of insects. Females require insects to form eggs, and both adults feed insects to the young, which are unable to digest plant matter. Foraging habitats are diverse and include rice fields, crops, and rangeland. Open grazing lands are especially attractive to foraging tricolors, as these tend to provide the low-stature vegetation that supports insects required by the species. Livestock also attract wintering birds, as the feeds provided to the livestock by ranchers may provide the grains that non-breeding adults prefer.

The most productive colonies are situated near diverse foraging habitats including crops such as alfalfa and sunflowers and upland habitats such as rangeland and shrublands. Colony locations may move from year to year in response to local conditions which affect the availability and quality of both nesting and foraging habitats. This species prefers early successional marshes, and will not use marshes in later successional stages.

Figure 9: Tricolored blackbird

		
Breeding adult male	Breeding Colony	Nest with chick and two eggs

Provide a general description of the types of vegetation and habitat types present within the enrolled property (i.e., riparian, grassland, irrigated pasture, agricultural, etc.)

What is the approximate acreage of suitable nesting habitat within the enrolled property? Do not include Himalayan blackberry patches in baseline. Previous nesting activity in the general vicinity of the property should be considered when determining the suitability of habitat.

Does the property contain suitable foraging habitat(s)?

How was this acreage amount calculated? Methods may include GIS, or measurements made on the ground.

Has the enrolled property supported breeding or wintering tricolors in the past?

If possible, a Cooperator may elect to have surveys conducted on the enrolled property. Tricolored blackbirds are quite conspicuous when forming their breeding colonies, and on-the-ground surveys conducted bi-weekly during May and June should reliably detect nesting birds. Wintering birds may arrive as early as August and will typically depart in March.

Provide representative photographs of the suitable habitat for this species that is present within the enrolled property. Established photo points should be used for the annual report that is provided to the Program Administrator.

Provide a map that depicts the suitable and non-suitable habitat types within the enrolled property.

Sacramento Valley Red fox

Sacramento Valley red fox is a newly differentiated genotype of the native red fox in California, and the description of their known range and habitats may change over time as more becomes known. These foxes occur on the valley floor below the blue oak woodland zone. They use a variety of natural, uncultivated, and agricultural habitats, any of which can support foxes depending on the availability of denning sites and the presence of prey. In general, agricultural habitat attributes that support red foxes include: (1) below 500 feet in elevation, (2) open terrain, (3) short, sparse vegetation, and (4) substrate for excavating dens.

Red foxes have been observed using a variety of habitats, including open prairie, grasslands, open shrub-steppe, agricultural areas, irrigation ditches, road berms, and vacant lots and fields within urban areas. Foxes may use debris piles or other man-made structures (e.g., culverts, drainage pipes) for den sites.

Red foxes are opportunistic scavengers and predators. Small and medium-sized mammals, birds, insects, fruit and carrion make up the varied diet of red foxes.

Figure 10: Red Fox



Please provide the following information to determine baseline, as well as provide valuable information regarding this species:

Provide a general description of the types of vegetation and suitable habitat types present within the enrolled property (i.e., grassland, irrigated pasture, agricultural, ruderal, etc. below 500 feet elevation).

Provide representative photographs of the suitable habitat for this species that is present within the enrolled property. Established photo points should be used for the annual report that is provided to the Program Administrator.

Provide a map that depicts the suitable and non-suitable habitat types within the enrolled property and general locations of suitable burrows/burrow complexes.

Map any known locations of red fox sign (prey remains such as egg shell fragments or excrement at or near burrow entrance).

What is the approximate acreage of suitable habitat within the enrolled property?

How was this acreage amount calculated? Methods may include GIS, or measurements made on the ground.

ATTACHMENT 5

Avoidance and Minimization Measures for State Listed Species

California Fish and Game Code §2086 requires that Voluntary Local Programs include measures to avoid and/or minimize impacts to candidate, threatened, and endangered species. The Safe Harbor Agreement/Voluntary Local Program also includes beneficial activities and measures to avoid and/or minimize impacts (Best Management Practices (BMPs)) to three Species of Conservation Concern as well as for Cultural Resources during beneficial activities and returning to baseline. Avoidance and/or minimization measures are not required for Species of Conservation Concern or for Cultural Resources during Routine and Ongoing agricultural activities, but are recommended as BMPs. In addition to the beneficial activities described for each species in the Programmatic Agreement, individual Cooperative Agreements will also include measures sufficient to avoid and/or minimize impacts to State listed species. The measures listed below are standard practices for the State-listed species, Species of Conservation Concern, and BMPs for Cultural Resources, but do not cover all possible measures that may be used.

Many species experts from the Service, Department, and private entities worked to develop the avoidance and minimization measures using the best scientific information available to them. The avoidance and minimization measures associated with the management and beneficial activities are intended to be flexible, avoid or minimize Take of listed species and Cultural Resources, and maximize wildlife benefits without compromising the economics of the Cooperators' agricultural operations.

If returning to baseline, Cooperators must contact the Department through the Program Administrator at least 90 days prior to beginning such activities to work on an individual basis to avoid and minimize impacts to the Covered Species and Species of Conservation Concern on the Enrolled Property during the return to baseline. Each Covered Species and Species of Conservation Concern is unique in its biological needs, just as each Enrolled Property is unique in its contribution to wildlife benefits. Flexibility in implementation shall be maintained throughout the term of the Agreement to ensure maximum participation of Cooperators and to gain maximum wildlife benefit.

The following are species-specific avoidance and minimization measures that should be referred to and implemented to the greatest extent possible during enhancement of habitat, routine and ongoing activities, and return to baseline. If the Cooperators have ideas on how to avoid and minimize impacts to their Covered Species and Species of Conservation Concern that are not listed below, the Service and Department will work together with the Cooperator to implement new approaches in a biologically sound manner. Neighboring Landowners must also implement the avoidance and minimizations measures for their routine and ongoing activities.

Vernal Pool Plants (*Butte County meadow foam, hairy Orcutt grass, slender Orcutt grass, Greene's tuctoria, Bogg's Lake hedge-hyssop*)

1. Ensure that livestock minimize the use of vernal pool habitat containing plants that are

sensitive to grazing (e.g., Greene's tuctoria) late in spring or early summer. This will ensure that livestock avoid vernal pool plants before they set seed.

2. Drive vehicles around and not through vernal pools.

For returning to baseline:

3. Relocation (translocation) has not proven to be successful for many vernal pool plant species, so this tool will be considered on a case-by-case basis by DFG.
4. For Best Management Practices for working in wetlands, any work involving earth moving done in and around vernal pools needs to be done in the dry season. These activities include grading, filling and creating hydrologic changes.

Indian Valley Brodiaea

1. Avoid activities in serpentine soil areas that could impact this species such as mowing, discing and inappropriate grazing.

Giant Garter Snake

1. Allow livestock to graze lightly around suitable aquatic habitat for the giant garter snake to provide openings in waterside vegetation to allow snakes access to basking areas. Avoid grazing practices that would significantly reduce emergent wetland vegetation and waterside vegetation. When appropriate, use fencing and controlled grazing to protect existing and enhanced habitat.
2. Avoid construction activities within 200 feet from the banks of giant garter snake aquatic habitat. Confine movement of heavy equipment to existing roadways to minimize habitat disturbance. Restore disturbed areas to pre-project conditions.
3. Construction activities within the snake's habitat should be conducted between May 1 and October 1, which is during their active season when they are more likely to move and avoid danger.
4. Drain suitable giant garter snake aquatic habitat for at least 15 consecutive days in advance of any maintenance activities to allow snakes to escape.
5. If construction of grazing structures is necessary, use appropriate avoidance measures. Construction poses more danger to giant garter snakes during their inactive period, because they are occupying underground burrows or crevices and are more susceptible to direct mortality, especially during excavation in potential over-wintering sites.

For returning to baseline: Implement measures 3 and 4 above.

Swainson's Hawk

1. Avoid new (non-routine) potentially disruptive activities, or activities that suddenly increase in intensity or volume, in the immediate vicinity (approximately 500 yards) of active nests during the pre-nesting and incubation phases (March 15 to May 15).

For returning to baseline:

2. Avoid removal of occupied nest trees during the nesting season (March 15 to September 15).

Western Yellow-billed Cuckoo

1. Avoid riparian disturbance activities during the nesting season, May to September.
2. Avoid new (non-routine), potentially disruptive activities, or activities that suddenly increase in intensity or volume, in the immediate vicinity of riparian habitat during the nesting season, May to September.
3. When appropriate, use fencing and controlled grazing to avoid impacts to existing and enhanced riparian habitat.

For returning to baseline: Implement measure 1 above.

Avoidance and Minimization Measures for Species of Conservation Concern

In addition to the above State-listed species, the Safe Harbor Agreement/Voluntary Local Program addresses habitat enhancement for three Species of Conservation Concern. Cooperators/Neighboring Landowners are encouraged to implement the following avoidance and minimization measures to reduce impacts to these species thereby aiding in their conservation.

Burrowing Owl

1. Avoid or minimize ground squirrel control activities on enrolled property.
2. Minimize off-road vehicle use near occupied burrowing owl habitat.
3. Control unleashed pets within occupied burrowing owl habitat.
4. Avoid extensive use of pesticides in foraging areas that may harm insect prey.
5. Avoid ground disturbing activities that will impact occupied burrows.
6. Avoid non-routine, potentially disruptive activities, or activities that suddenly increase in intensity or volume, in the immediate vicinity (approximately 250 feet) of occupied burrows during nesting season (February 1 – August 31).

For returning to baseline:

7. Avoid impacts to occupied burrows until after the young have fledged, and consult a DFG biologist familiar with burrowing owls to develop a plan of action to minimize impacts to owls that must be evacuated.
8. Relocation (translocation) has not proven to be successful for the burrowing owl, so this technique is not encouraged by DFG.

Tricolored Blackbird

1. During the months of April through August, avoid disturbance of wetland areas and ponds with cattail, bulrush, and/or other erect vegetation (*e.g.*, nettles, thistles, blackberries, and other naturally armored native plants) that may provide suitable nesting habitat.
2. When appropriate, use fencing and controlled grazing to avoid impacts to existing and enhanced habitat.

For returning to baseline: Implement measure 1 above when tricolored blackbirds are present.

Sacramento Valley Red Fox

1. Avoid or minimize ground squirrel control activities on enrolled property.
2. Minimize off-road vehicle use near occupied dens.
3. Avoid ground disturbing activities that will impact occupied dens.
4. Avoid non-routine, potentially disruptive activities, or activities that suddenly increase in intensity or volume, in the immediate vicinity (approximately 100 feet) of occupied dens during pupping season (approximately March 1 – July 15).

For returning to baseline:

5. Avoid impacts to occupied dens until after the adults and young have disbursed, or consult a DFG biologist familiar with red fox to develop a plan of action to minimize impacts to foxes that must be evacuated.

Best Management Practices for Cultural Resources

The following BMPs will be implemented during activities to reduce the potential for impacts to cultural resources:

- *minimize ground disturbance,*
- *monitor grazing effects in riparian areas,*
- *adjust grazing management to reduce excessive use and erosion in riparian areas,*
- *stabilize eroding soils in riparian areas,*

- *leave artifacts where they are found,*
- *fence off known sites,*
- *relocate livestock congregating facilities and attractants (supplements) away from cultural sites,*
- *limit grading to original depth of ponds and ditch,*
- *when building up berms, use soil from a previously disturbed area,*
- *when repairing fences, use same post holes,*
- *avoid constructing new facilities on archaeological sites,*
- *avoid constructing new roads through archaeological sites,*
- *when discing, do not disc below previously disturbed depths,*
- *avoid driving off-road with full-sized vehicles when area is muddy, and*
- *report any accidental disturbance to resources to the Program Administrator, who will notify DFG.*

If necessary, treatment measures can be developed in consultation with appropriate agencies and tribal representatives. Such measures could include relocating activities to avoid impacts to cultural sites to the maximum extent practicable, fencing to exclude livestock, conducting recovery excavations, capping the site to avoid further disturbance of artifacts, and/or other measures.

If land management activities beneficial to sensitive species will require ground disturbance in previously undisturbed areas or cause greater ground disturbance than was determined from baseline conditions, and will be carried out using federal funding, the federal agency (U.S. Fish and Wildlife Service, Natural Resources Conservation Service, etc.) will conduct all necessary cultural resources reviews and surveys. State and Federal agencies are mandated to avoid or minimize impacts to significant cultural resources through project design. If projects that will require ground disturbance in previously undisturbed areas do not use any federal funding, the Program Administrator and the Department will ensure that all necessary cultural resources reviews and surveys are conducted. Projects will be designed to avoid or minimize impacts to significant cultural resources. These activities would require avoidance of cultural resources during the initial disturbance, so no additional actions would be necessary to return to baseline.

In the unlikely event that human remains of Native American origin are discovered, landowners will notify the Program Administrator, who will notify DFG, and comply with all federal and state laws relating to the disposition of Native American burials. Excavation of the site and all nearby areas reasonably suspected to overlie adjacent human remains will be halted until the County Coroner has been contacted to determine that no investigation of the cause of death is required, and, if the Coroner determines that the remains are Native American,

- *the Coroner has contacted the Native American Heritage Commission;*
- *the Native American Heritage Commission has identified the person or persons it believes to be the most likely descended from the deceased Native American; and*
- *the most likely descendent has made recommendations to the landowner or the person responsible for the excavation work for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods, unless the Native American Heritage Commission was unable to identify a descendant or the descendant failed to make a recommendation within 24 hours after being notified by the commission.*

ATTACHMENT 6

Administrative Plan California Rangeland Conservation Coalition Safe Harbor Agreement/Voluntary Local Program

1. Record Keeping Process to ensure participant confidentiality:

New Participant Process

1. CCA will work with the landowner (now a participant) who is voluntarily entering into the program.
2. CCA will make the initial contact with the U.S. Fish and Wildlife Service (Service) and/or California Department of Fish and Game (Department) regarding the participants' interest.
3. CCA will work with the participant (and Natural Resources Conservation Service (NRCS), Resource Conservation Districts (RCD), University of California Cooperative Extension (UCCE), and/or other partners) to complete a Cooperative Agreement.
4. CCA will draft the Cooperative Agreement, which will include provisions for implementation of the appropriate management activities, including but not limited to those provided in the California Rangeland Conservation Coalition Safe Harbor Agreement / Voluntary Local Program.
5. CCA will get "unofficial" confirmation by the Service and/or Department on the Cooperative Agreement.
6. CCA will work with the participant to complete Baseline Habitat Worksheet(s) by a Qualified Person (*see Agreement*).
7. After discussion and agreement on any outstanding issues, CCA will provide a completed Baseline Habitat Worksheet for each potentially covered species and Cooperative Agreement (considering participant confidentiality) to the Service and/or Department.
8. The Service and/or Department will provide confirmation for a Certificate of Inclusion for said participant.
9. CCA will provide the Certificate of Inclusion to the participant who is now a Cooperator.

Annual Process

1. CCA will work with the Cooperator to complete an Annual Report and survey completed by a Qualified Person on the Enrolled Property at least once every three years.
2. CCA will provide the Service and/or Department a summary of the Cooperator's Annual Report and copies of any surveys (considering the Cooperator's confidentiality).

2. Developing, Reviewing and Revising Management Activities:

The beneficial activities and other routine and ongoing agricultural activities associated with rangeland management that will be covered under individual Cooperative Agreements will be approved by the Service and/or Department. The management activities will, to the maximum extent practicable, avoid and minimize take of candidate, endangered, and threatened species, while encouraging the enhancement of habitat.

The list of management activities a rancher agrees to will most likely be developed with the assistance of the local NRCS, RCD, UCCE representatives, and/or other partners. After initial development, the proposed covered activities and proposed covered species will be reviewed and agreed upon by the Service and/or Department. Discussions with participants, Program Administrator, and agency biologists will take place in a reasonable amount of time (two weeks) from submission for approval.

3. Annual Assessment:

The procedure to assess the benefits of the program on an annual basis is set forth within the California Rangeland Conservation Coalition Programmatic Safe Harbor Agreement/Voluntary Local Program in Butte, Glenn, Shasta and Tehama Counties, as follows:

Program Administrator's Responsibilities

- a. Furnish the Service and Department with copies of all Cooperative Agreements within 2 weeks after they are signed. Cooperators (Landowners) may elect to have their personal information and property location kept confidential.
- b. Compile annual reports from Cooperators and summarize the information in an annual report to the Service and Department. The report is **due by March 31** of each year. The record keeping process will document implementation of the program's management practices while protecting the confidentiality of Cooperators. The annual report to the Service and the Department shall include a summary of the acreage benefiting from the local program and a summary of the success of the management practices provided in the California Rangeland Conservation Coalition Safe Harbor Agreement / Voluntary Local Program. In addition, the report shall include recommendations, if any, on how to further improve voluntary participation by farmers and ranchers and further improve benefits to wildlife. The annual report to the Service and Department shall not include information generated by the Program Administrator, individual landowner or any other party that identifies or indicates the existence of endangered, threatened or otherwise protected species or their habitat on a particular enrolled property.

c. Ensure that surveys for covered species on Enrolled Properties are conducted at least once every three years to assess the general condition of the Covered Species and/or the associated habitat. Such surveying activities may be carried out on the Program Administrator's behalf by a Qualified Person agreed upon by the Service and/or Department and Cooperator. The Qualified Person will provide a written report of the survey results to the Program Administrator. The report will assess the condition of the habitats being managed under the Cooperative Agreements, and determine if beneficial activities could be modified to improve success. The Program Administrator will then provide the results of the survey to the Service and Department along with the required annual report.

Cooperators Responsibilities

- a. Complete an annual report (Attachment 1, Exhibit C) that is provided to the Program Administrator by **December 31** of each year.
- b. Allow surveys by a Qualified Person (individual) to be conducted on their property at least once every three years to assess the general condition of the Covered Species and/or the associated habitat.

4. Cooperative Agreement Monitoring/Revocation/Termination:

As the permit holder, CCA has the responsibility to assure compliance by all Cooperators and Neighboring Landowners. The procedure for monitoring Cooperators' compliance and revoking Cooperative Agreements in the event Cooperators do not comply is set forth below:

The Program Administrator will monitor compliance of Cooperators by occasional site visits and reviewing annual reports turned in by Cooperators. In the event of non-compliance on the part of a Cooperator to carry out beneficial activities, implement avoidance and minimization measures, submit the annual report, or complete surveys every three years the following steps will be taken:

- Within one month of becoming aware that a Cooperator has failed to carry out beneficial activities, implement avoidance and minimization measures, or turn in required paperwork to the Program Administrator, the Program Administrator will contact the Cooperator regarding bringing the Cooperator into compliance.
- If the Cooperator has not complied within two months, the Program Administrator will contact the Cooperator's partners (e.g., NRCS, RCD, etc.) to seek assistance regarding the Cooperator's failure to carry out beneficial activities, implement avoidance and minimization measures, or turn in required paperwork.
- If the Cooperator has not complied within three months of initial contact, the Program

Administrator will notify the Cooperator in writing regarding their non-compliance and that the process to revoke their Cooperative Agreement will commence, if they do not come into compliance.

- Within four months of initial contact, the Department and/or Service will be notified of the lack of compliance by a Cooperator by way of the Program Administrator's annual report that is due by March 31 or in other written communication. The annual report/written communication will include the status of efforts to bring the Cooperator into compliance.
- The Service and/or the Department then has the opportunity to notify the Program Administrator what additional measures shall be taken to bring the Cooperator into compliance or if the Cooperator's agreement shall be revoked.
- The Service and/or the Department will issue, in writing, the request to revoke the non-compliant Cooperator's Agreement. The Program Administrator will then notify the Cooperator in writing of the revoked permit.

The Program Administrator will monitor compliance with Neighboring Landowner Agreements by annual site visits. In the event of non-compliance on the part of a Neighboring Landowner to implement avoidance and minimization measures the following steps will be taken:

- The Program Administrator will contact the Neighboring Landowner to review their Neighboring Landowner Agreement and the requirements to implement avoidance and minimization measures and steps to bring them into compliance.
- If the Neighboring Landowner is found to have failed to implement avoidance and minimization measures within two months from initial contact, the Program Administrator will notify the Neighboring Landowner in writing of the requirements of their Neighboring Landowner Agreement, and indicate that a third failure to comply could initiate the process to revocation of their Agreement.
- If the Neighboring Landowner is found to have failed to implement avoidance and minimization measures within three months of initial contact, the Program Administrator will notify the Department and/or the Service in writing regarding the lack of compliance on the part of a Neighboring Landowner.
- The Service and/or the Department then has the opportunity to notify the Program Administrator if the Neighboring Landowner's agreement shall be revoked or what additional measures shall be taken to bring the Neighboring Landowner into compliance.
- The Service and/or the Department will issue, in writing, the request to revoke the non-compliant Cooperator's Agreement. The Program Administrator will then notify the Cooperator in writing of the revoked permit.

Termination of Agreement

The VLP agreement with the Program Administrator will be in effect for 50 years from the date the agreement is signed by all parties. The Program will terminate at the end of 50 years, or prior to the termination date the agreement may be renegotiated for an extension.

In the event of the Program Administrator wanting to terminate the agreement, a method is outlined under Section 10 Modifications, Section B Termination of Agreement. Furthermore, in the event of the Program Administrator becoming unable to continue the agreement, Section 10: Modifications, Section E: Inability of the Program Administrator to Continue, a method is outlined to substitute a new Program Administrator, in coordination with the Department and/or Service, Cooperators, and Neighboring Landowners.